

# Niagara County Industrial Development Agency

Niagara County Center for Economic Development • 6311 Inducon Corporate Drive, Ste. 1 • Sanborn, NY 14132

## **REGULAR NCIDA/NCDC/NADC BOARD MEETING**

**DATE:** July 13, 2022  
**MEETING TIME:** 9:00 a.m.  
**MEETING PLACE:** Niagara County Industrial Development Agency  
Vantage Center, Suite One  
6311 Inducon Corporate Drive  
Sanborn, NY 14132

### **Board of Directors:**

\_\_\_ **Mark A. Onesi**, Chairperson  
\_\_\_ **Jerald I. Wolfgang**, 1<sup>st</sup> Vice Chairperson  
\_\_\_ **Kevin McCabe**, 2<sup>nd</sup> Vice Chairperson  
\_\_\_ **William L. Ross**, Secretary  
\_\_\_ **Scott Brydges**, Asst. Secretary  
\_\_\_ **Robert B. Cliffe**, Member  
\_\_\_ **Jason Krempa**, Member  
\_\_\_ **Clifford Scott**, Member  
\_\_\_ **Maria V. Lopez**, Member

### **Staff Members:**

\_\_\_ **Susan C. Langdon**, Executive Director  
\_\_\_ **Andrea Klyczek**, Assistant Director  
\_\_\_ **Michael S. Dudley**, Finance Manager  
\_\_\_ **Caroline Caruso**, Accounting Associate  
\_\_\_ **Susan Barone**, Project Manager  
\_\_\_ **Mark J. Gabriele**, Agency Counsel  
\_\_\_ **Julie Lamoreaux**, Administrative Assistant

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- 1.0 Meeting Called to Order – *M. Onesi*
  - 2.0 Roll Call – *J. Lamoreaux*
  - 3.0 Introduction of Guests – *M. Onesi*
  - 4.0 Pledge of Allegiance – *M. Onesi*
  - 5.0 Approval of Meeting Minutes
    - 5.1 Regular NCIDA/NCDC/NADC – June 8, 2022
  - 6.0 Finance & Audit Committee Reports – *K. McCabe*
    - 6.1 Agency Payables – June 30, 2022
    - 6.2 Budget Variance Report – June 30, 2022

**7.0 Unfinished Business**

- 7.1 D.R.C. Development LLC – A. Klyczek**
  - 7.1.1 Final Resolution**
- 7.2 Lockport Schools Federal Credit Union – A.Klyczek**
  - 7.2.1 Final Resolution**
- 7.3 Olcott Project – M.Gabriele**
  - 7.3.1 Second Inducement Extension**

**8.0 New Business**

- 8.1 Amazon.com Services LLC– – A. Klyczek**
  - 8.1.1 Preliminary Resolution**
  - 8.1.2 Authorize Public Hearing**
- 8.2 DLV Properties, LLC – A. Klyczek**
  - 8.2.1 Preliminary Resolution**
  - 8.2.2 Authorize Public Hearing**
- 8.3 4600 Group, LLC– A. Klyczek**
  - 8.3.1 Preliminary Resolution**
  - 8.3.2 Authorize Public Hearing**
- 8.4 CALF Development Associates, LLC – A. Klyczek**
  - 8.4.1 Preliminary Resolution**
  - 8.4.2 Authorize Public Hearing**
- 8.5 Covid Relief for Small Business Grant – S. Barone**
  - 8.5.1 Hydraulic Race Company Inc.**
- 8.6 Conference Room Technology Upgrade - A. Klyczek**
  - 8.6.1 Capstream Technologies**
  - 8.6.2 ePlus**
  - 8.6.3 Diversified**

**9.0 Agency Counsel – M. Gabriele**

**10.0 Information Items**

**11.0 Any Other Matters the Board Wishes to Discuss**

**12.0 Next Regular NCIDA/NCDC/NADC Meeting:**

**DATE: August 10, 2022**

**TIME: \*\* 9:00 a.m. \*\***

**PLACE: Niagara County Center for Economic Development**

**13.0 Adjournment - M. Onesi**

# **5.1**

# **MEETING MINUTES**

# Niagara County Industrial Development Agency

Niagara County Center for Economic Development • 6311 Inducon Corporate Drive, Ste. 1 • Sanborn, NY 14132

## **REGULAR NCIDA/NCDC/NADC BOARD MEETING**

**DATE:** June 8, 2022  
**MEETING TIME:** 9:00 a.m.  
**MEETING PLACE:** Niagara County Industrial Development Agency  
Vantage Center, Suite One  
6311 Inducon Corporate Drive  
Sanborn, NY 14132

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### **1.0 Meeting Called to Order**

The Regular meeting of the Niagara County Industrial Development Agency was called to order by Chairperson Mark Onesi at 9:00 a.m.

### **2.0 Roll Call**

Mark A. Onesi, Chairperson	Present
Jerald I. Wolfgang, 1 <sup>st</sup> Vice Chairperson	Present
Kevin McCabe, 2 <sup>nd</sup> Vice Chairperson	Present
William L. Ross, Secretary	Present
Scott Brydges, Assistant Secretary	Excused
Robert B. Cliffe, Member	Present
Jason Krempa, Member	Present
Clifford Scott, Member	Present
Maria V. Lopez, Member	Excused

### **3.0 Introduction of Guests**

#### **Guests Present:**

Jim Fink, Business First  
Jonathan Epstein, Buffalo News  
Dave Chamberlain, D.R.C. Development  
Tracy Sundberg, Edwards Vacuum  
Tammy Dodge, Lockport Schools Federal Credit Union

#### **Staff Present:**

Susan C. Langdon, Executive Director  
Andrea Klyczek, Assistant Director  
Michael S. Dudley, Finance Manager  
Susan Barone, Project Manager  
Julie Lamoreaux, Administrative Assistant  
Mark J. Gabriele, Agency Counsel

#### 4.0 Pledge of Allegiance

Mr. Dudley led the Pledge of Allegiance.

#### 5.0 Approval of Meeting Minutes

##### 5.1 Regular NCIDA/NCDC/NADC – May 11, 2022

***Mr. Wolfgang motioned to approve the meeting minutes; Mr. Ross seconded the motion. The motion passed.***

#### 6.0 Finance & Audit Committee Reports

##### 6.1 Agency Payables – May 31, 2022

Mr. McCabe stated that the monthly payables have been reviewed and found to be in order.

***Mr. McCabe made a motion to approve the monthly payables; Mr. Ross seconded the motion. The motion passed.***

##### 6.2 Budget Variance Report – May 31, 2022

Mr. McCabe stated that the Budget Variance Report has been reviewed and found to be in order.

***Mr. McCabe made a motion to approve the Budget Variance Report; Mr. Ross seconded the motion. The motion passed.***

#### 7.0 Governance Committee

##### 7.1 Local Labor Policy

Mr. Wolfgang stated that for the first time in the history of the NCIDA, the Board held a Work Session on June 2, 2022 to discuss the Local Labor Policy. Mr. Wolfgang said that the session went well, and that there was much productive discussion. Mr. Wolfgang stated for the record, that after the work session he was contacted by a number of businesses and legislators in regard to the local labor policy. He stated that, since the Board was appointed by the County Legislature, the Board is a talented diverse group including business people, financial experts, educators, former municipal officials, and labor representation. With these skill sets, expertise and experience, the Board is fully equipped and capable of making and carrying out the Policies of the Agency. The Board concurred with his observations.

Mr. Gabriele stated that there were four items that the Board agreed unanimously on at the Work Session. One was the language in the introduction regarding the NCIDA mission. The second was the elimination of Monroe County in the Local Labor area, pending dismissal of the existing lawsuit. Mr. Gabriele notes that he received notice that the lawsuit had been dropped as of today.

The third item was the Agency, on an annual basis, will select a completed project, either randomly or based upon information proved to the Agency, to conduct an investigation into whether the Company was compliant with the Agency's Local Labor Policy. The Agency, or its designated agents, shall during normal business hours, examine and copy the applicable books and wage records of the Company, Contractor and/or Subcontractor as related to work performed on the Project. If the Agency determines that the local labor requirement is found to be below 90 percent, the Agency may terminate or modify any and all Financial Assistance being proved to the Project in accordance with the terms of the underlying agreements between the Agency and the Company with respect to the project. Mr. Cliffe requested that the language be amended to "at least one company" annually.

Finally, it is understood that at certain times, Workers residing within the Local Labor Area may not be available with respect to a project. Under this condition, the Company is required to contact the Agency to request a waiver of the Local Labor Requirement (the "Local Labor Waiver Request") based on the following circumstances: (i) warranty issues related to installation of specialized equipment or materials whereby the manufacturer requires installation by only approved installers; (ii) specialized construction for which qualified Local Labor Area Workers are not available, (iii) lack of workers that would allow the Company to meet the Local Labor Area requirement. The Agency's Executive Director, in consultation with the Chairman, or Vice Chairman related thereto based upon information received may grant such waiver request.

Mr. Gabriele stated that the staff will make every attempt to compare head count at a project to the number of hours worked to try to ascertain if any issues exist. The Agency will also continue to monitor a potential for abuse by local contractors if they inflate project costs by at least 20 percent, compared to those of out of area Contractors.

Mr. McCabe stated that this Board represents the tax payers of Niagara County and will do what is best for them.

***Mr. Wolfgang made a motion to approve the Local Labor Policy. Mr. Cliffe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**7.2 Apprenticeship Policy**

Mr. Gabriele stated that when this policy was drafted several years ago, staff struggled with how to base the benefit of how to base the benefits. He stated that there are now certified apprentice programs including union and non-union, these are listed in the State directory. If a company hires Contractors that are part of those programs, the Board could give the company 5 percent additional abatement for a period of five years.

***Mr. Wolfgang made a motion to approve the Apprenticeship Policy. Mr. Cliffe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**8.0 Unfinished Business**

**8.1 Niacet Corporation (NxTD Project)**

Ms. Klyczek stated that on May 31, 2022 at 2:00 p.m., the Agency held a public Hearing at Niagara Falls City Hall. There were no attendees at the Public Hearing, and there were no comments made at the Hearing.

**8.1.1 Final Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) UNDERTAKE A CERTAIN PROJECT FOR THE BENEFIT OF NIACET CORPORATION AND/OR AN INDIVIDUAL(S) OR AFFILIATE, SUBSIDIARY, OR ENTITY FORMED OR TO BE FORMED ON ITS BEHALF (AS MORE FULLY DEFINED BELOW); (ii) DETERMINE THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT; (iii) NEGOTIATE AND EXECUTE A LEASE AGREEMENT, LEASEBACK AGREEMENT, PAYMENT-IN-LIEU-OF-TAX AGREEMENT, PILOT MORTGAGE AND RELATED DOCUMENTS; AND (iv) PROVIDE FINANCIAL ASSISTANCE TO THE COMPANY IN THE FORM OF (A) A SALES TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT, (B) A MORTGAGE RECORDING TAX EXEMPTION FOR THE FINANCING RELATED TO THE PROJECT; AND (C) A MORTGAGE RECORDING TAX EXEMPTION FOR THE MORTGAGE RELATED TO THE PILOT AGREEMENT.

***Mr. Scott made a motion to approve the Final Resolution. Mr. McCabe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.



**8.2 TM Montante Development, LLC (500 3<sup>rd</sup> Street)**

Mr. Gabriele stated that this company has requested to the staff and the Board to have their existing inducement extended for a period of six months.

**8.2.1 Inducement Extension**

RESOLUTION AUTHORIZING THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO EXTEND THE INDUCEMENT TERM FOR TM MONTANTE DEVELOPMENT, LLC FOR A SIX-MONTH PERIOD WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF TM MONTANTE DEVELOPMENT, LLC OR AN ENTITY FORMED OR TO BE FORMED.

***Mr. Krempa made a motion to approve the Inducement Extension. Mr. Wolfgang seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**8.3 TM Montante Development, LLC (512 3<sup>rd</sup> Street)**

Mr. Gabriele stated that this company has requested to the staff and the Board to have their existing inducement extended for a period of six months.

**8.3.1 Inducement Extension**

RESOLUTION AUTHORIZING THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO EXTEND THE INDUCEMENT TERM FOR TM MONTANTE DEVELOPMENT, LLC FOR A SIX-MONTH PERIOD WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF TM MONTANTE DEVELOPMENT, LLC OR AN ENTITY FORMED OR TO BE FORMED.

***Mr. Krempa made a motion to approve the Inducement Extension. Mr. Cliffe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**8.4 Indian Ocean LLC**

Mr. Gabriele stated that Indian Ocean LLC is refinancing their new debt with a new lender. It is required that they get the consent of our Agency in order to move forward with the refinance.

**8.4.1 Consent to Refinance**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MORTGAGE, MORTGAGE TAX EXEMPTION AFFIDAVIT AND OTHER DOCUMENTS WITH REGARD TO THE 2013 INDIAN OCEAN LLC PROJECT.

***Mr. Ross made a motion to approve the Consent to Refinance. Mr. McCabe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**8.5 Request for MicroEnterprise Grant Approval**

**8.5.1 North Shores Niagara LLC**

Ms. Klyczek stated that she needs to make a change to the Agenda. She mistakenly added Creekside Income Tax LLC to the Agenda, she needs to add North Shores Niagara LLC.

She stated North Shores Niagara LLC was reviewed, but not approved at the last Micro Enterprise Grant Committee meeting. The original application did not have supporting details for the full request of the money requested. Ms. Klyczek stated that she went back to the owner to ask her to elaborate on the costs and works with somebody from SBDC to work on a marketing plan. The business owner of North Shores Niagara LLC has decided to reduce her request to \$900.00 for the cost of equipment to her business that she provided back-up for in the previous Committee meeting.

**8.5.1 Northshores Niagara LLC**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPROVING MICRO ENTERPRISE FUND GRANT TO NORTSHORES NIAGARA LLC.

***Mr. Krempa made a motion to add Northshores Niagara LLC to the Agenda as a late item; Mr. Scott seconded the motion. The motion passed.***

***Mr. Wolfgang made a motion to approve the Microenterprise Grant Request; Mr. Cliffe seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

## 9.0 New Business

### 9.1 D.R.C. Development LLC

Ms. Klyczek stated that D.R.C. Development constructed a 64,000 square foot building in VIP in 2012 which was leased to Edwards Vacuum, a manufacturer of vacuum systems. In 2020, manufacturing/assembly activities were moved out of New York State. Since that time, warehousing, office and support activities have remained at this location. Currently, the company's warehousing needs have exceeded the available capacity. Therefore, DRC Development plans to construct a 36,000 square foot addition to the existing building to accommodate Edwards. This represents 30 million dollars in investment and approximately 20 new jobs created.

Mr. Chamberlain stated when he first built this project is was 64,000 square feet, and they did anticipate that eventually they would need an addition. He stated that the time has come where the company needs more warehouse space. He is anticipating that it will be identical to the existing warehouse.

Mr. Sundberg stated that he is the Local Operations Manager at Edwards Vacuum. He stated that his company sells everting related to the vacuum industry including pumps, and abatement systems for contaminated toxins. He explained that his company sells to a lot of different markets.

#### 9.1.1 Preliminary Resolution

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING THE APPLICATION OF DRC DEVELOPMENT LLC WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF DRC DEVELOPMENT LLC OR AN ENTITY FORMED OR TO BE FORMED; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE CERTAIN ACTIONS UNDER ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) PROVIDE SALES TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE RENOVATION, CONSTRUCTION AND EQUIPPING OF THE PROJECT; AND (v) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY.

***Mr. Wolfgang made a motion to approve the Preliminary Resolution; Mr. Scott seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**9.1.2 Authorize Public Hearing**

***Mr. Scott motioned to authorize the Public Hearing; Mr. Ross seconded the motion. The motion passed.***

**9.2 Lockport Schools Federal Credit Union**

Ms. Klyczek stated that Lockport Schools Federal Credit Union (LSFU) will be demolishing the building that they had previously leased to build a new 2,856 sq. ft. building. The LSFU recently acquired the land in which they currently reside, they will move to a temporary location during demolition and construction. LSFU is a not for profit, that is not subject to sales tax, the benefits from the Niagara County Industrial Development Agency will be limited to property tax abatement. The company is planning to create at least one new job.

Ms. Dodge from LSFU stated that the Credit Union has been in Lockport for over 30 years. She said that when they first opened, they had 1,000 memberships, and now they have close to 1,500. They have been operating out of a very small space, and they are looking to making the building more ADA compliant. They are looking to make the building better for all their members who will benefit form drive through ATM access.

**9.2.1 Preliminary Resolution**

RESOLUTION OF THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING THE APPLICATION OF LOCKPORT SCHOOLS FEDERAL CREDIT UNION WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF LOCKPORT SCHOOLS FEDERAL CREDIT UNION OR AN ENTITY FORMED OR TO BE FORMED; (ii) AUTHORIZING A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) AUTHORIZING THE EXECUTIVE DIRECTOR OF THE AGENCY TO TAKE CERTAIN ACTIONS UNDER ARTICLE 8 OF THE ENVIRONMENTAL CONSERVATION LAW IN CONNECTION WITH THE PROJECT; (iv) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY.

***Mr. Cliffe made a motion to approve the Preliminary Resolution; Mr. Krempa seconded the motion. The motion passed.***

The question of the approval of the Resolution as duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Jerald Wolfgang	x			
Kevin McCabe	x			
William Ross	x			
Maria V. Lopez				x
Robert Cliffe	x			
Scott Brydges				x
Clifford Scott	x			
Jason Krempa	x			
Mark Onesi	x			

The Resolution was thereupon duly adopted.

**9.2.2 Authorize Public Hearing**

***Mr. Cliffe motioned to authorize the Public Hearing; Mr. Krempa seconded the motion. The motion passed.***

**10.0 Agency Counsel**

Mr. Gabriele stated that he would like to request for the Board to go into an executive session.

***Mr. Wofgang made a motion to approve the executive Session; Mr. Ross seconded the motion. The motion passed.***

**11.0 Information Items**

There were no information items at this time.

**12.0 Any Other Matters the Board Wishes to Discuss**

There were no other items the Board wished to discuss.

**13.0 Next Regular NCIDA/NCDC/NADC Meeting:**

**DATE: July 13, 2022**

**TIME: \*\* 9:00 a.m. \*\***

**PLACE: Niagara County Center for Economic Development**

**14.0 Adjournment**

***Mr. Krempa made a motion to adjourn; Mr. Cliffe seconded the motion. The meeting adjourned at 10:00 a.m.***

Respectfully Submitted:

Reviewed by:

Approved by:

\_\_\_\_\_  
Julie Lamoreaux  
Recording Secretary

\_\_\_\_\_  
Susan C. Langdon  
Executive Director

\_\_\_\_\_  
William L. Ross  
Secretary



**6.1**

**AGENCY**

**PAYABLES**

**Niagara County Industrial Devel. Agency**  
**Check Register**  
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
29554	6/1/22	THE HARTFORD	10001.100	239.39
6/2/22	6/2/22	PAYCHEX, INC.	10001.100	78.12
6/3/22	6/3/22	NYS DEFERRED COMPENSATION PLAN	10001.100	1,118.91
29555	6/7/22	360 PSG.com	10001.100	60.00
29556	6/7/22	Cintas Corporation LOC. 067P	10001.100	83.22
29557	6/7/22	Gabriele & Berrigan, P.C.	10001.100	5,000.00
29558	6/14/22	County of Niagara	10001.100	464.68
29559	6/14/22	SUSAN C. LANGDON	10001.100	85.23
29560	6/14/22	PURCHASE POWER	10001.100	150.00
29561	6/14/22	Professional Janitorial Services, Inc.	10001.100	705.00
29562	6/14/22	SAM'S CLUB/SYNCHRONY BANK	10001.100	52.06
29563	6/14/22	Summit MSP, LLC	10001.100	77.01
6/16/22	6/16/22	PAYCHEX, INC.	10001.100	67.89
6/17/22	6/17/22	NYS DEFERRED COMPENSATION PLAN	10001.100	1,040.91
6/21/22	6/21/22	NEW YORK STATE AND LOCAL	10001.100	358.74
29564	6/21/22	THE BUFFALO NEWS	10001.100	119.94
29565	6/21/22	Charter Communications	10001.100	119.99
29566	6/21/22	Guardian	10001.100	227.46
29567	6/21/22	Independent Health	10001.100	1,929.60
29568	6/21/22	STAPLES CONTRACT & COMMERCIAL	10001.100	369.95
29569	6/28/22	Gabriele & Berrigan, P.C.	10001.100	5,000.00
29570	6/28/22	Niag Cnty Dept of Economic Development	10001.100	142.80
29571	6/28/22	Niagara Gazette Lockport Union Sun	10001.100	171.38
6/30/22	6/30/22	PAYCHEX, INC.	10001.100	82.46
<b>Total</b>				<b>17,744.74</b>

**NCIDA VIP-MTF Operating**  
**Check Register**  
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
4647	6/7/22	A 24 Hour Door National, Inc.	10001.600	934.00
4648	6/7/22	Frontier	10001.600	183.32
4649	6/7/22	Landscape Associate of WNY, Inc.	10001.600	779.86
4650	6/14/22	Modern Disposal Services, Inc.	10001.600	169.03
4651	6/14/22	County of Niagara	10001.600	289.15
4652	6/14/22	Professional Janitorial Services, Inc.	10001.600	195.00
4653	6/21/22	Modern Electrical Construction Inc.	10001.600	697.00
<b>Total</b>				<b><u>3,247.36</u></b>

**NCIDA - MTF - Operating Fund**  
**Check Register**  
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
3059	6/1/22	DOYLE SECURITY SYSTEMS, INC.	10001.600	438.84
3060	6/7/22	Landscape Associate of WNY, Inc.	10001.600	422.71
3061	6/14/22	VERIZON	10001.600	122.15
<b>Total</b>				<u><u>983.70</u></u>

**NCDC - CDBG/HUD - RLF**  
**Check Register**  
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
217	6/21/22	Niagara Gazette Lockport Union Sun	10200-300	189.16
<b>Total</b>				<b>189.16</b>

**Niag. Cnty Dev. Corp. - Micro RLF**  
**Check Register**  
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
2059	6/7/22	H. Sicherman & Company, Inc.	10004.400	2,638.50
<b>Total</b>				<u><u>2,638.50</u></u>

**Niagara Industrial Incubator Associates**  
Check Register  
For the Period From Jun 1, 2022 to Jun 30, 2022

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
1304	6/14/22	National Fuel	10000.100	201.55
1305	6/21/22	Blue Ox Roofing	10000.100	614.00
1306	6/28/22	Town of Wheatfield	10000.100	46.87
<b>Total</b>				<b>862.42</b>

# **6.2**

# **BUDGET**

# **VARIANCE**

# **REPORT**



**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**BUDGET VARIANCE REPORT AS OF June 30, 2022**

**UN-AUDITED STATEMENT FOR INTERNAL MANAGEMENT USE ONLY**

	Current Month Actual	Current Month Budget	Year To Date Actual	Year To Date Budget	Year To Date Variance	Total Budget
<b><u>Operating Revenues</u></b>						
Project Administrative Fees	\$ 8,500.00	\$ 23,287.00	\$ 174,461.70	\$ 216,761.00	(42,299.30)	\$ 519,096.00
Project Application Fees	2,000.00	1,000.00	8,000.00	6,000.00	2,000.00	12,000.00
NEDF RLF Administrative Fee	4,166.67	4,166.67	25,000.02	25,000.02	0.00	50,000.00
EDA RLF-Grant 2020 Admin Fees	0.00	0.00	15,393.25	0.00	15,393.25	0.00
Administratve Fees - Other	0.00	0.00	0.00	0.00	0.00	15,432.00
Interest Earnings	31.14	26.50	166.89	159.00	7.89	318.00
Miscellaneous Income	0.00	0.00	192.17	0.00	192.17	60.00
Distrib From Niag. Ind. Suites	0.00	0.00	0.00	0.00	0.00	100,000.00
Distribution from VIP MTF	0.00	0.00	0.00	0.00	0.00	100,000.00
<b>Total Operating Revenues</b>	<b>14,697.81</b>	<b>28,480.17</b>	<b>223,214.03</b>	<b>247,920.02</b>	<b>(24,705.99)</b>	<b>796,906.00</b>
<b><u>Operating Expenses</u></b>						
Salaries	26,623.32	26,380.24	159,739.92	158,281.44	1,458.48	342,943.00
Benefits	3,858.32	3,282.33	19,640.48	19,693.98	(53.50)	39,388.00
Retirement Benefits	3,104.33	3,104.33	18,625.98	18,625.98	0.00	37,252.00
Payroll Taxes	2,089.77	2,125.80	12,538.64	12,754.80	(216.16)	27,553.00
Unemployment Taxes	0.00	0.00	1,260.10	1,260.00	0.10	1,260.00
Consultants	2,500.00	2,500.00	15,000.00	15,000.00	0.00	30,000.00
Assisstant Director	5,462.25	5,462.25	32,773.50	32,773.50	0.00	65,547.00
Legal Services	5,000.00	5,000.00	44,795.71	30,000.00	14,795.71	60,000.00
Accounting Services	0.00	0.00	19,500.00	19,000.00	500.00	19,000.00
Accounting Services - NADC	0.00	0.00	1,200.00	2,100.00	(900.00)	2,100.00
Marketing	60.00	1,833.33	2,838.60	10,999.98	(8,161.38)	22,000.00
Printing	0.00	125.00	485.13	750.00	(264.87)	1,500.00
Office Supplies	369.95	208.33	914.15	1,249.98	(335.83)	2,500.00
Postage	150.00	0.00	1,337.54	2,247.00	(909.46)	3,840.00
Telephone & Fax	91.11	98.25	498.12	589.50	(91.38)	1,179.00
Internet Service	182.19	206.67	1,122.78	1,240.02	(117.24)	2,480.00
Common Area Charges	634.00	634.08	3,804.00	3,804.48	(0.48)	7,609.00
Energy	1,168.26	1,132.00	10,753.61	8,128.00	2,625.61	15,848.00
Conference & Travel	85.23	208.33	362.47	1,249.98	(887.51)	2,500.00
Employee Training	0.00	0.00	0.00	0.00	0.00	1,000.00
Insurance Expense	1,481.40	1,641.58	8,888.40	9,849.48	(961.08)	19,699.00
Library & Membership	119.94	570.00	1,933.94	2,165.00	(231.06)	2,843.00
General Office	605.17	712.33	3,561.57	4,273.98	(712.41)	8,548.00
Repairs & Maintenance	987.96	1,169.67	5,563.98	7,018.02	(1,454.04)	14,036.00
Computer Support	0.00	666.67	1,000.00	4,000.02	(3,000.02)	8,000.00
Public Hearings	0.00	33.33	0.00	199.98	(199.98)	400.00
Furniture & Equipment Purchase	0.00	166.67	0.00	1,000.02	(1,000.02)	2,000.00
Other Expense	0.00	83.33	0.00	499.98	(499.98)	1,000.00
<b>Total Operating Expenses</b>	<b>54,573.20</b>	<b>57,344.52</b>	<b>368,138.62</b>	<b>368,755.12</b>	<b>(616.50)</b>	<b>742,025.00</b>
<b>Net Operating Income/&lt;Loss&gt;</b>	<b>(39,875.39)</b>	<b>(28,864.35)</b>	<b>(144,924.59)</b>	<b>(120,835.10)</b>	<b>(24,089.49)</b>	<b>54,881.00</b>
<b><u>Non-Operating Revenue &amp; Expense</u></b>						
Grants Rev.	0.00	73,621.83	0.00	441,730.98	(441,730.98)	883,462.00
Grant Rev- City NF Initiative	0.00	35,979.17	0.00	215,875.02	(215,875.02)	431,750.00
Grant to Subrecipient	0.00	63,291.67	0.00	379,750.02	(379,750.02)	759,500.00
Grant Sub-City NF Initiative	0.00	35,979.17	0.00	215,875.02	(215,875.02)	431,750.00
<b>Net Non-Operating Income/&lt;Loss&gt;</b>	<b>0.00</b>	<b>10,330.16</b>	<b>0.00</b>	<b>61,980.96</b>	<b>(61,980.96)</b>	<b>123,962.00</b>
<b>Total Net Income/&lt;Loss&gt;</b>	<b>(\$ 39,875.39)</b>	<b>(\$ 18,534.19)</b>	<b>(\$ 144,924.59)</b>	<b>(\$ 58,854.14)</b>	<b>(86,070.45)</b>	<b>\$ 178,843.00</b>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

Balance Sheet

June 30, 2022

**ASSETS**

Current Assets

Cash - Checking	\$ 90,640.25	
Petty Cash	300.00	
Mmkt Acct. - M&T Bank	1,893,935.02	
Cash - First Response	65,807.99	
Cash - City of N.F.	827.23	
Mmkt Acct. - Cataract Tourism	3,938,925.01	
Accts Rec - Public Hearings	1,790.88	
Accounts Rec. EDA - RLF	4,999.98	
Due To/From Micro RLF	4,999.98	
Due To/From VIP - MTF	395,447.14	
Due From NCDC CDBG/HUD	5,000.04	
Due To/Due From NADC	151,406.56	
Prepaid Insurance	<u>9,980.20</u>	

Total Current Assets 6,564,060.28

Other Assets

Deferred Outflows	239,614.00
Investment in NIIA	<u>342,500.00</u>

Total Other Assets 582,114.00

Fixed Assets

Furniture & Equipment	199,360.75
Furn & Fixtures - Fed purchase	5,861.08
Accum Dep. - Furn & Equip	(199,360.75)
Accum Dep. - F&F Fed Purch	<u>(5,861.08)</u>

Total Fixed Assets 0.00

Total Assets \$ 7,146,174.28

**LIABILITIES AND NET ASSETS**

Current Liabilities

Accrued Retirement	\$ 18,625.98
Deferred Rev. - NEDF	24,999.98
Deferred Rev. - First Repsonse	65,807.99
Def. Rev. - City of N.F.	3,939,752.24
Accounts Payable	13,909.63
Acct. Payable - Niag. County	<u>32,773.50</u>

Total Current Liabilities 4,095,869.32

Long-Term Liabilities

Pension Liability	757.00
Deferred Inflows of Resources	<u>236,693.00</u>

Total Long-Term Liabilities 237,450.00

Total Liabilities 4,333,319.32

Net Assets

Fund Balance - Operating Fund	2,957,779.55
Net Income	<u>(144,924.59)</u>

Total Net Assets 2,812,854.96

Total Liabilities & Net Assets \$ 7,146,174.28

**Niagara County Industrial  
Development Agency  
Aged Payables  
As of June 30, 2022**

<b>Vendor ID Vendor</b>	<b>Invoice #</b>	<b>Amount Due</b>
cin Cintas Corporation #782	988271,298134,642719	138.45
FCCoffee First Choice Coffee Services	247216	124.64
HART The Hartford	LVN725958 Apr-Jun 22	832.91
M&TBUS M&T Bank	Jun 2022	62.20
NATGRID National Grid	39004 6/22	596.28
Report Total		<u>1,754.48</u>

**Adjusting Journal Entries**

Estimated May 2022 Legal Fees	5,000.00
Estimated Jun 2022 Legal Fees	5,000.00
Estimated Jun 2022 Copier usage	200.00
Estimated Apr-Jun 2022 Telephone	90.00
Estimated May 2022 Niagara County Electric	431.98
Estimated Jun 2022 Niagara County Electric	600.00
Estimated Jun 2022 Niagara County Gas	40.00
Estimated Jun 2022 Cleaning service	793.17
	<u>13,909.63</u>

**NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

7/1/2022

**Project Income - 2022  
Lease/Lease Back and Bonds**

<b>Closed 2022</b>	<b>Project Type</b>	<b>Total Project Amount</b>	<b>IDA Project Amount</b>	<b>Fees</b>	<b>Application Fee</b>	<b>Amount Received to Date</b>	<b>Date Received</b>	<b>Balance Due</b>	<b>Date Closed</b>
Twogood Holdings LLC(Rubberform Recycled	L/L Back	2,955,000	2,050,000	20,500	1,000	21,500	3/24/22	-	3/15/22
Moog Inc.	Sales Tax Only	329,617	329,617	32,962	0	32,962	3/28/22	-	3/9/22
Catholic Health System Inc.	Bond	48,874,501	36,420,018	112,500	0	112,500	3/28/22	-	
Vantage Pointe LLC	L/L Back	1,403,220	1,370,450	8,500	1,000	9,500	6/6/22	-	5/25/22
				0				-	
<b>TOTAL</b>				<u>174,462</u>					
				Fees received in prior year	-				
				<b>Total fees received to date in 2022</b>	<u>174,462</u>				
				<b>Total 2022 Budgeted Fees</b>	<u>519,096</u>				
				<b>Balance of Budgeted Fees</b>	<u>344,634</u>				

<b>Projected 2022</b>	<b>Project Type</b>	<b>Total Project Amount</b>	<b>IDA Project Amount</b>	<b>Anticipated Fees</b>	<b>Application Fee</b>	<b>Amount Received to Date</b>	<b>Date Received</b>	<b>Anticipated Balance Due</b>	<b>Inducement Expiration</b>
Cerrone Estate Properties, LLC	L/L Back	1,780,000	1,750,000	17,500	1,000	1,000	2/3/21	17,500	9/30/22
Olcott Yacht Club Inc.	Sales Tax & Mtg Tax Only	456,000	450,000	0	250	250	2/16/21	-	8/31/22
Niacet Corporation	L/L Back	13,250,000	8,525,000	70,000	1,000			71,000	12/31/22
TM Montante Development LLC - 512 3rd St.	L/L Back	2,687,001	2,059,941	20,599	1,000	1,000	6/7/21	20,599	1/31/23
TM Montante Development LLC - 500 3rd St.	L/L Back	693,001	550,000	5,500	1,000	1,000	6/9/21	5,500	1/31/23
PEMM LLC	L/L Back	8,500,000	6,350,000	63,500	1,000	1,000	10/13/21	63,500	11/30/22
CVE US EI3 Wheatfield, LLC	Sales Tax & Mtg Tax Only	9,760,000	7,740,000	32,000	1,000	1,000	12/20/21	32,000	2/28/23
Kilmer Solar LLC	Sales Tax & Mtg Tax Only	9,145,000	8,775,000	34,000	1,000	1,000	1/13/22	34,000	
Eleanor Apartments at Niagara, LLC(Niagara C Assumption of The Eleanor Apartments, LLC PILOT					1,000	1,000	2/4/22	-	2/28/23
13 W. Main LLC	L/L Back	2,981,342	2,701,865	27,019	1,000	1,000	3/7/22	27,019	4/30/23
Niacet Corporation (NxTD Project)	L/L Back	48,750,000	46,750,000	467,500	1,000	1,000	5/2/22	467,500	6/30/23
4600 Group, LLC	L/L Back				1,000	1,000	5/31/22	-	
DRC Development LLC 2022	L/L Back	3,000,000	2,883,000	28,830	1,000	1,000	6/1/22	28,830	
Lockport Schools Federal Credit Union	L/L Back	2,107,607	1,991,976	19,920	1,000	1,000	6/15/22	19,920	
<b>TOTAL</b>				<u>786,368</u>	<u>13,250</u>	<u>12,250</u>		<u>787,368</u>	<u>0</u>
<b>TOTAL - Projected Income 2022</b>				<u>960,830</u>	<u>13,250</u>	<u>12,250</u>		<u>787,368</u>	<u>174,462</u>

<b>Projected 2023</b>	<b>Project Type</b>	<b>Total Project Amount</b>	<b>IDA Project Amount</b>	<b>Anticipated Fees</b>	<b>Application Fee</b>	<b>Amount Received to Date</b>	<b>Date Received</b>	<b>Anticipated Balance Due</b>	<b>Inducement Expiration</b>
<b>TOTAL</b>				<u>0</u>	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>

\* Pending Board Approval

**Cataract Tourism Fund  
Grant Program**

Grantee Name	Grant Awards	Outst'd'g Awards	Approval Date	Disbursement Date	Disbursement Amount	Offer Expiration	Project Description
Niagara County Dept. of Economic Development	37,667	0	10/11/2017	1/23/2018	37,667		Feasibility study for Niagara Falls area multi-use facility
Niagara Aquarium Foundation	88,147	0	2/14/2018	7/15/2019	88,147		Jellyfish exhibit and equipment
The Tourism Research Entrepreneurship Center (TReC)	176,600	0	8/8/2018	6/2/2020	176,600		Buildout, audio/visual equipment and network connectivity hardware
Niagara Aquarium Foundation	16,717	0	2/12/2020	10/21/2020	16,717		Renovations to second floor event room
Niagara Aquarium Foundation	370,000	0	8/14/2019	2/9/2021	370,000		Interactive touch pools adjacent to main entrance of the Aquarium
Red Star Builders, LLC (The Niagara Club)	523,250	0	7/10/2019	9/7/2021	64,403	12/31/2022	Roof top bar and lounge, banquet space, virtual entertainment lounge & Spot Coffee
Niagara Falls Center for Tourism LLC	1,000,000	1,000,000	6/12/2019	To Be Disbursed	0	6/30/2023	Construction of an indoor family entertainment center and outdoor improvements
The Center for Kashmir, Inc.	273,000	273,000	8/12/2020	To Be Disbursed	0	6/1/2023	Renovations to vacant church for a museum of art and culture for Kashmir
Savarino Companies, LLC	155,000	155,000	4/14/2021	To Be Disbursed	0	12/31/2023	Rehabilitation of 4,000 square feet of commercial/retail storefront space.
Niagara Aquarium Foundation	900,000	900,000	2/9/2022	To Be Disbursed	0		Renovations to the Niagara Gorge Discovery Center for expanded programming.
<b>To Date Sub-Total</b>	<b>3,540,381</b>	<b>2,328,000</b>			<b>753,534</b>		

**Grant Fund Cash Balance as of 6/30/2022**      3,939,752.24  
**Less: Outstanding Awards**      (2,328,000.00)  
**Available for awarding grants**      1,611,752.24

**Grant Fund Balance**  
**Grant Funding from NYS 11/22/2016**      1,600,000.00  
**Grant Funding from NYS 10/16/2017**      1,440,000.00  
**Grant Funding from NYS 10/12/2018**      1,600,000.00  
**Bank Interest**      53,329.50  
**Bank Fees**      (43.26)  
**Grant Disbursements**      (753,534.00)  
**Grant Fund Balance**      3,939,752.24

**7.1**

**D.R.C.**

**DEVELOPMENT LLC**

**PROJECT SUMMARY**  
**DRC Development LLC**



<b>Applicant:</b>	DRC Development LLC	
<b>Project Location:</b>	6416 Inducon Drive Town of Wheatfield	
<b>Assistance:</b>	Sales Tax Abatement Mortgage Recording Abatement 15 Year PILOT	
<b>Description:</b>	<p>DRC Development constructed a 64,000 square foot building in VIP in 2012 which was leased to Edwards Vacuum, a manufacturer of vacuum systems. In the ensuing years, the company grew and then contracted due to changes in corporate management and strategy. In 2020, manufacturing/assembly activities were moved out of New York. Since that time, warehousing, office and support activities have remained at this location.</p> <p>Currently, the company's warehousing needs have exceeded the available capacity. Therefore, DRC Development plans to construct a 36,000 square foot addition to the existing building to accommodate Edwards.</p>	
<b>Project Costs:</b>	Construction	\$ 2,883,000
	Soft Costs	<u>117,000</u>
	<b>TOTAL</b>	<b>\$ 3,000,000</b>
<b>Employment:</b>	Existing Jobs at facility – warehouse	38
	Office and other *	62
	New Jobs to be created	<u>20</u>
		120
	*due to COVID, some have been virtual	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, In Region Purchases, Supports Existing Business Growth Potential	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: June 2, 2022  
 Project Title: DRC Development LLC  
 Project Location: 39 Simonds St. Lockport, NY 14094

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

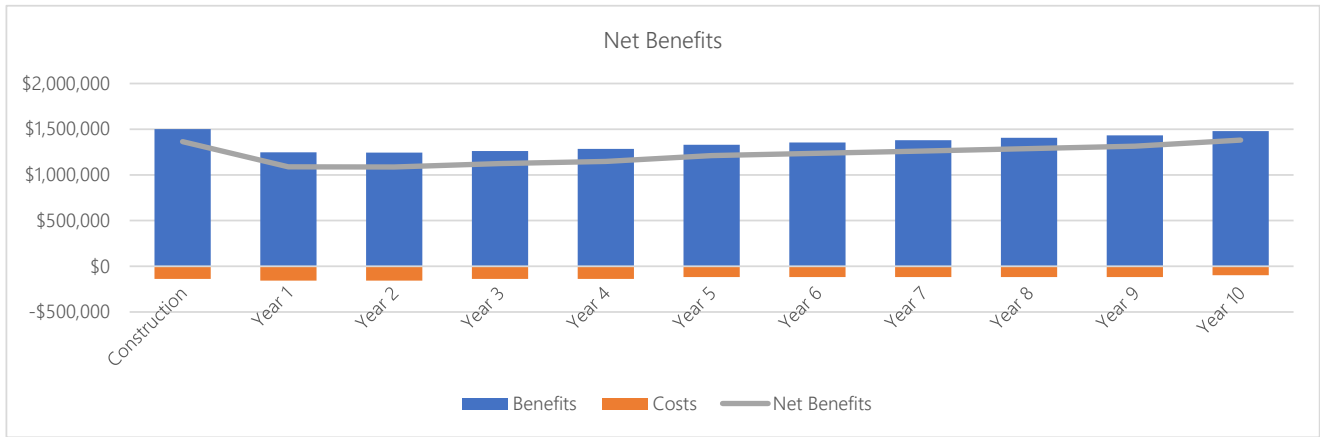
Project Total Investment  
 \$3,000,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	14	6	20
Earnings	\$1,130,270	\$287,726	\$1,417,996
Local Spend	\$2,700,000	\$972,928	\$3,672,928

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	20	8	28
Earnings	\$16,680,332	\$4,246,216	\$20,926,547

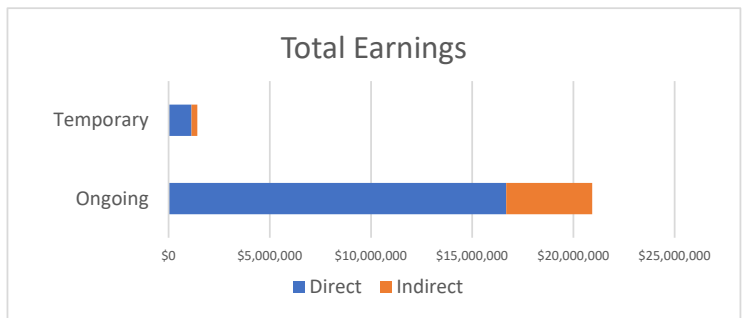
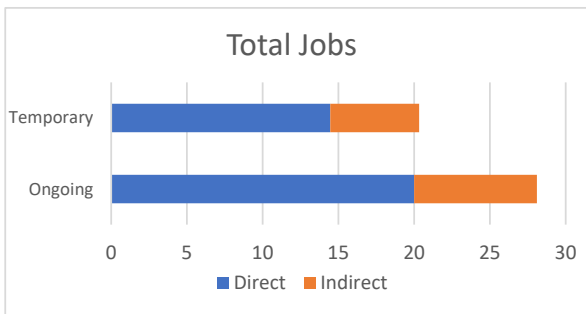
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3





# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$1,771,470	\$1,538,380
Sales Tax Exemption	\$115,320	\$115,320
Local Sales Tax Exemption	\$57,660	\$57,660
State Sales Tax Exemption	\$57,660	\$57,660
Mortgage Recording Tax Exemption	\$22,500	\$22,500
Local Mortgage Recording Tax Exemption	\$7,500	\$7,500
State Mortgage Recording Tax Exemption	\$15,000	\$15,000
<b>Total Costs</b>	<b>\$1,909,290</b>	<b>\$1,676,200</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$21,579,318</b>	<b>\$18,559,745</b>
To Private Individuals	<b>\$22,344,544</b>	<b>\$19,222,460</b>
Temporary Payroll	\$1,417,996	\$1,417,996
Ongoing Payroll	\$20,926,547	\$17,804,463
Other Payments to Private Individuals	\$0	\$0
To the Public	<b>(\$765,225)</b>	<b>(\$662,715)</b>
Increase in Property Tax Revenue	(\$921,637)	(\$797,272)
Temporary Jobs - Sales Tax Revenue	\$9,926	\$9,926
Ongoing Jobs - Sales Tax Revenue	\$146,486	\$124,631
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$1,161,916</b>	<b>\$999,568</b>
To the Public	<b>\$1,161,916</b>	<b>\$999,568</b>
Temporary Income Tax Revenue	\$63,810	\$63,810
Ongoing Income Tax Revenue	\$941,695	\$801,201
Temporary Jobs - Sales Tax Revenue	\$9,926	\$9,926
Ongoing Jobs - Sales Tax Revenue	\$146,486	\$124,631
<b>Total Benefits to State &amp; Region</b>	<b>\$22,741,235</b>	<b>\$19,559,313</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$18,559,745	\$1,603,540	12:1
State	\$999,568	\$72,660	14:1
<b>Grand Total</b>	<b>\$19,559,313</b>	<b>\$1,676,200</b>	<b>12:1</b>

\*Discounted at 2%

## Additional Comments from IDA

Amount to Include on ST-160 1,441,500

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

**PUBLIC HEARING DRC Development LLC  
and/or Individual(s) or Affiliate(s),  
Subsidiary(ies), or Entity(ies) formed or to be  
formed on its behalf**

Public Hearing to be held on June 30, 2022 at 2:00 p.m.  
at Niagara County IDA offices

Andrea Klyczek: *Welcome. This public hearing is now open; it is 2:00 p.m. My name is Andrea Klyczek/ I am the Assistant Director of the Niagara County Industrial Development Agency, and I have been designated by the Agency to be the hearing officer to conduct this public hearing.*

*We are here to solicit comments on DRC Development LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of this project. Notice of this public hearing appeared in the Niagara Gazette on June 14, 2022.*

*The proposed project includes the construction of a 36,000 sq. ft. addition of an existing industrial building located at 6416 Inducon Drive.*

*The proposed financial assistance contemplated by the Agency includes New York State and local sales and use tax exemption benefits and mortgage recording tax exemption benefits (in compliance with Agency's uniform tax exemption policy), and a partial real property tax abatement.*

*The project application and project summary are posted on the Agency's website at [niagaracountybusiness.com](http://niagaracountybusiness.com) and I have copies with me today.*

*If you have a written comment to submit for the record, you may do so. Written comments may also be delivered to Agency at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 until the comment period closes on July 1, 2022.*

*If anyone is interested in making a comment, please, state your name and address; if you are representing a company, please identify the company).*

*Are there any comments? Hearing no comments, I will now adjourn the meeting. It is now 2:02 p.m. Thank you.*

**SIGN IN SHEET  
PUBLIC HEARING**

June 30, 2022 at 2 p.m.  
Vantage Center

regarding:

**DRC Development LLC and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf**

Name	Company and/or Address	X box to speak/ comment
JOHN SHOEMAKER	NCRPTS	

**7.2**

**LOCKPORT  
SCHOOLS**

**FEDERAL CREDIT  
UNION**

**PROJECT SUMMARY**  
**Lockport Schools Federal Credit Union**



<b>Applicant:</b>	Lockport Schools Federal Credit Union	
<b>Project Location:</b>	360 S. Transit Rd. Lockport	
<b>Assistance:</b>	10 Year PILOT	
<b>Description:</b>	Lockport Schools Federal Credit Union (LSFCU) will be demolishing their existing facility to build a new 2,856 sq. ft. building. The LSFU recently acquired the land in which they currently reside, they will move to a temporary location during demolition and construction. LSFCU is a not for profit, that is not subject to sales tax, the benefits from the Niagara County Industrial Development Agency will be limited to property tax abatement.	
<b>Project Costs:</b>	Construction/Improvements	\$ 1,767,506
	Equipment	\$ 224,470
	Soft costs	<u>\$ 115,631</u>
	TOTAL	\$ 2,107,607
<b>Employment:</b>	Current jobs in Niagara County:	6
	New Jobs in Niagara County within 3 years:	1
	Skills: Bankers, tellers, administration staff	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, Locational Land Use Factors, Retention, Workforce Access	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: June 3, 2022  
 Project Title: Lockport Schools Federal Credit Union  
 Project Location: 360 South Transit

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

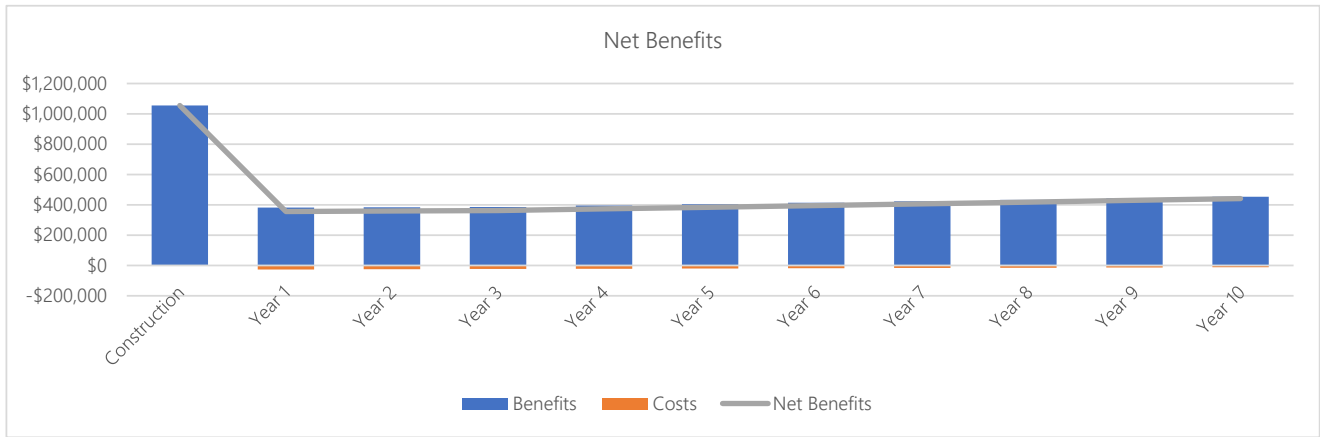
Project Total Investment  
 \$2,107,607

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	10	4	14
Earnings	\$794,055	\$202,138	\$996,193
Local Spend	\$1,896,846	\$683,517	\$2,580,363

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	5	3	8
Earnings	\$2,645,742	\$1,166,085	\$3,811,828

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

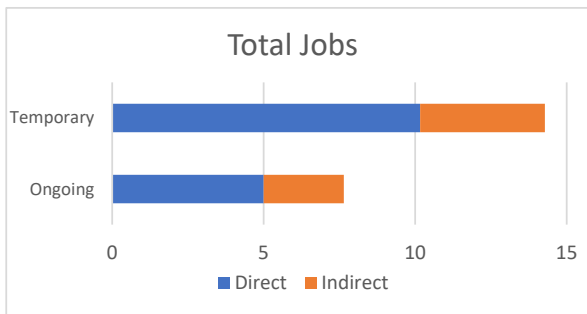
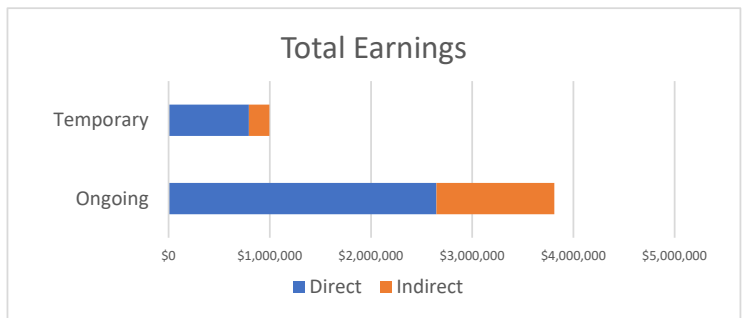


Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$190,800	\$173,821
Sales Tax Exemption	\$0	\$0
Local Sales Tax Exemption	\$0	\$0
State Sales Tax Exemption	\$0	\$0
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
<b>Total Costs</b>	<b>\$190,800</b>	<b>\$173,821</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$4,919,469</b>	<b>\$4,509,301</b>
To Private Individuals	<b>\$4,808,021</b>	<b>\$4,410,798</b>
Temporary Payroll	\$996,193	\$996,193
Ongoing Payroll	\$3,811,828	\$3,414,605
Other Payments to Private Individuals	\$0	\$0
To the Public	<b>\$111,448</b>	<b>\$98,503</b>
Increase in Property Tax Revenue	\$77,792	\$67,627
Temporary Jobs - Sales Tax Revenue	\$6,973	\$6,973
Ongoing Jobs - Sales Tax Revenue	\$26,683	\$23,902
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$250,017</b>	<b>\$229,362</b>
To the Public	<b>\$250,017</b>	<b>\$229,362</b>
Temporary Income Tax Revenue	\$44,829	\$44,829
Ongoing Income Tax Revenue	\$171,532	\$153,657
Temporary Jobs - Sales Tax Revenue	\$6,973	\$6,973
Ongoing Jobs - Sales Tax Revenue	\$26,683	\$23,902
<b>Total Benefits to State &amp; Region</b>	<b>\$5,169,486</b>	<b>\$4,738,662</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$4,509,301	\$173,821	26:1
State	\$229,362	\$0	:1
<b>Grand Total</b>	<b>\$4,738,662</b>	<b>\$173,821</b>	<b>27:1</b>

\*Discounted at 2%

### Additional Comments from IDA

Additional Revenues: School District- \$71,935; County \$23,401; City/Town \$45,690

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

**PUBLIC HEARING Lockport Schools Federal  
Credit Union and/or Individual(s) or Affiliate(s),  
Subsidiary(ies), or Entity(ies) formed or to be  
formed on its behalf**

Public Hearing to be held on June 29, 2022 at 2:00 p.m.  
at Lockport City Hall

Andrea Klyczek: *Welcome. This public hearing is now open; it is 2:00 p.m. My name is Andrea Klyczek. I am the Assistant Director of the Niagara County Industrial Development Agency, and I have been designated by the Agency to be the hearing officer to conduct this public hearing.*

*We are here to solicit comments on Lockport Schools Federal Credit Union and/or Individual(s) or Affiliate(s), Subsidiary(ies), or Entity(ies) formed or to be formed on its behalf. The transcript of this hearing will be reviewed and considered by the Agency in determination of this project. Notice of this public hearing appeared in the Union Sun and Journal on June 14, 2022.*

*The proposed project (the "Project") includes the demolition of an existing building at 360 S. Transit Street and the construction of a new building to house the Lockport Schools Federal Credit Union.*

*The proposed financial assistance contemplated by the Agency may include New York State and local sales and use tax exemption benefits and mortgage recording tax exemption benefits (in compliance with Agency's uniform tax exemption policy), and a partial real property tax abatement.*

*The project application and project summary are posted on the Agency's website at [niagaracountybusiness.com](http://niagaracountybusiness.com) and I have copies with me here today.*

*If you have a written comment to submit for the record, you may do so. Written comments may also be delivered to Agency at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132 until the comment period closes on July 1, 2022.*

*If anyone is interested in making a comment, please, state your name and address; if you are representing a company, please identify the company).*

*Are there any comments? Hearing no comments, I will now adjourn this meeting. It is now 2:02 p.m. Thank you.*



**SIGN IN SHEET  
PUBLIC HEARING**

June 29, 2022 at 2 p.m.  
Lockport City Hall

regarding:

**Lockport Schools Federal Credit Union and/or Individual(s) or Affiliate(s), Subsidiary(ies),  
or Entity(ies) formed or to be formed on its behalf**

Name	Company and/or Address	X box to speak/ comment
JOHN SHOEMAKER	NCRPTS	

**7.3**

**OLCOTT PROJECT**

**SECOND INDUCEMENT EXTENSION RESOLUTION**

*(Olcott Yacht Club Inc. Project)*

A regular meeting of Niagara County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at 6311 Inducon Corporate Drive, Suite One, Sanborn, New York on the 13th day of July, 2022 at 9:00 a.m., local time.

The meeting was called to order by the Chairperson and, upon roll being called, the following members of the Agency were:

PRESENT:

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Susan C. Langdon	Executive Director
Andrea Klyczek	Assistant Director
Michael Dudley	Manager of Finance
Susan Barone	Project Manager
Julie Lamoreaux	Administrative Assistant/Property Associate
Mark Gabriele, Esq.	Agency Counsel

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

Resolution No. 7.3.1

RESOLUTION AUTHORIZING THE NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO EXTEND THE INDUCEMENT TERM FOR OLCOTT YACHT CLUB INC. FOR A SECOND SIX-MONTH PERIOD WITH RESPECT TO A CERTAIN PROJECT (AS MORE FULLY DEFINED BELOW) TO BE UNDERTAKEN BY THE AGENCY FOR THE BENEFIT OF OLCOTT YACHT CLUB INC. OR AN ENTITY FORMED OR TO BE FORMED.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 569 of the Laws of 1972 of the State of New York (the "Act"), **NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property and to issue its bonds as authorized by the Act; and

WHEREAS, **OLCOTT YACHT CLUB INC.** and/or an individual(s) or affiliate, subsidiary, or entity or entities formed or to be formed on its behalf (the "Company"), has submitted an application to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") consisting of: (A) the acquisition (or retention) by the Agency of fee title to or other interest in a parcel of land located at 1535 Van Buren Street (a/k/a 1535 Water Street), Newfane, New York, (the "Land"), (B) the construction of an approximate 3,000 square foot building at a three (3) foot higher elevation to avoid flooding, as part of the Lake Ontario Resiliency Program, (the "Improvements"); (C) the acquisition and installation in and around the improvements of certain items of machinery, equipment and other tangible personal property (the "Equipment" and, collectively with the Land, and the Improvements, the "Facility"); and

WHEREAS, the inducement for this Project was originally set to expire on February 9, 2022 and the Company has requested that the Agency extend the original inducement through August 9, 2022; and

WHEREAS, on January 12, 2022, the Agency adopted a resolution authorizing the extension of the original inducement term for this Project through August 9, 2022.

WHEREAS, the inducement for this Project as extended is set to expire on August 9, 2022 and the Company has requested that the Agency extend the inducement through February 9, 2023; and

WHEREAS, the Agency desires to adopt a resolution authorizing the second extension of the inducement term for this Project through February 9, 2023

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency hereby approves the second extension of the inducement term for this Project through February 9, 2023.

Section 2. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nea</i>	<i>Abstain</i>	<i>Absent</i>
Mark Onesi	[ ]	[ ]	[ ]	[ ]
Jerald Wolfgang	[ ]	[ ]	[ ]	[ ]
Kevin McCabe	[ ]	[ ]	[ ]	[ ]
William L. Ross	[ ]	[ ]	[ ]	[ ]
Maria Lopez	[ ]	[ ]	[ ]	[ ]
Scott Brydges	[ ]	[ ]	[ ]	[ ]
Clifford Scott	[ ]	[ ]	[ ]	[ ]
Robert B. Cliff	[ ]	[ ]	[ ]	[ ]
Jason Krempa	[ ]	[ ]	[ ]	[ ]

The Resolutions were thereupon duly adopted.

STATE OF NEW YORK     )  
  ) SS.:  
COUNTY OF NIAGARA    )

I, the undersigned Secretary of Niagara County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on July 13, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 13<sup>th</sup> day of July, 2022.

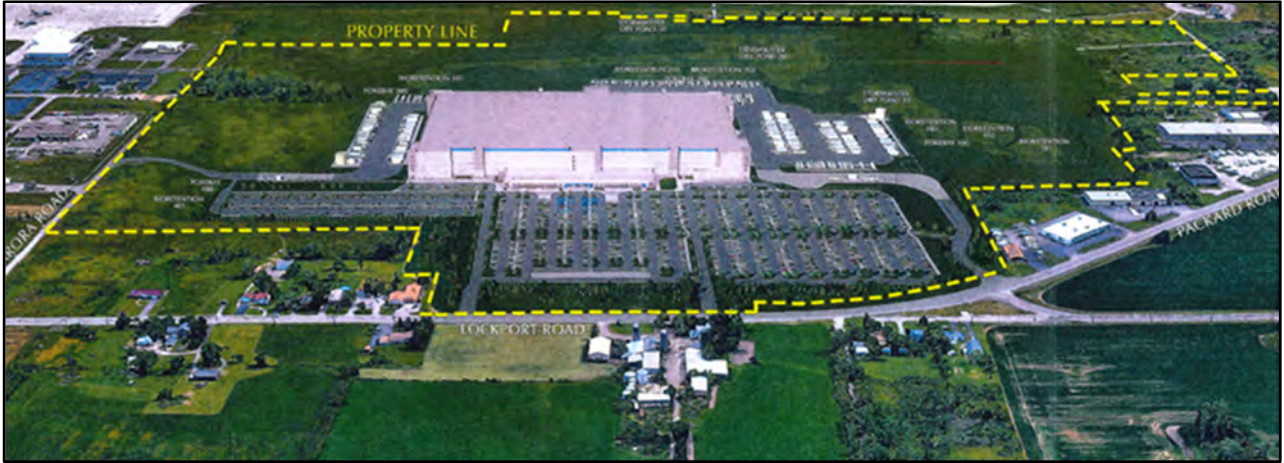
[SEAL]

\_\_\_\_\_  
Secretary

**8.1**

**AMAZON.COM  
SERVICES LLC**

**PROJECT SUMMARY**  
**Amazon.com Services LLC**



<b>Applicant:</b>	Amazon.com Services LLC and an entity formed or to be formed, on its behalf	
<b>Project Location:</b>	8995 Lockport Rd. Town of Niagara	
<b>Assistance:</b>	Sales Tax Abatement Mortgage Recording Abatement 15 Year PILOT	
<b>Description:</b>	<p>The proposed project consists of the construction and operation of an e-commerce storage and distribution facility located at 8995 Lockport Rd. The site is a vacant 216-acre heavy industrial zoned site that will be considered a “First Mile” fulfillment center. The facility will receive inbound bulk shipments of products from suppliers and then send products to other facilities within the logistics network for direct shipment to consumers. The project will employ approximately 1,000 individuals over two separate shifts.</p> <p>The applicant’s Development partner JB2 received unanimous approvals from the Town of Niagara planning board and the Niagara County planning board. In addition, the Niagara Town Board voted unanimously in favor of a “negative declaration” for the New York State Environmental Quality Review (SEQR). Items discussed at those meetings included the consolidation of parcels, a height variance, which would reduce the percentage of ground disturbance, and traffic mitigations as a result of a traffic study that had been conducted.</p>	
<b>Project Costs:</b>	Construction	\$ 450,000,000
	FF&E Costs	<u>\$ 100,000,000</u>
	<b>TOTAL</b>	<b>\$550,000,000</b>
<b>Employment:</b>	Jobs Created in Niagara County: 1000	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, In Region Purchases, Research and Development Activities, Supports Existing Business Growth Potential, Workforce Access, Locational Land Use Factors (locally designated development area)	



# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: March 1, 2022  
 Project Title: Amazon.com Services LLC  
 Project Location: Town of Niagara

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

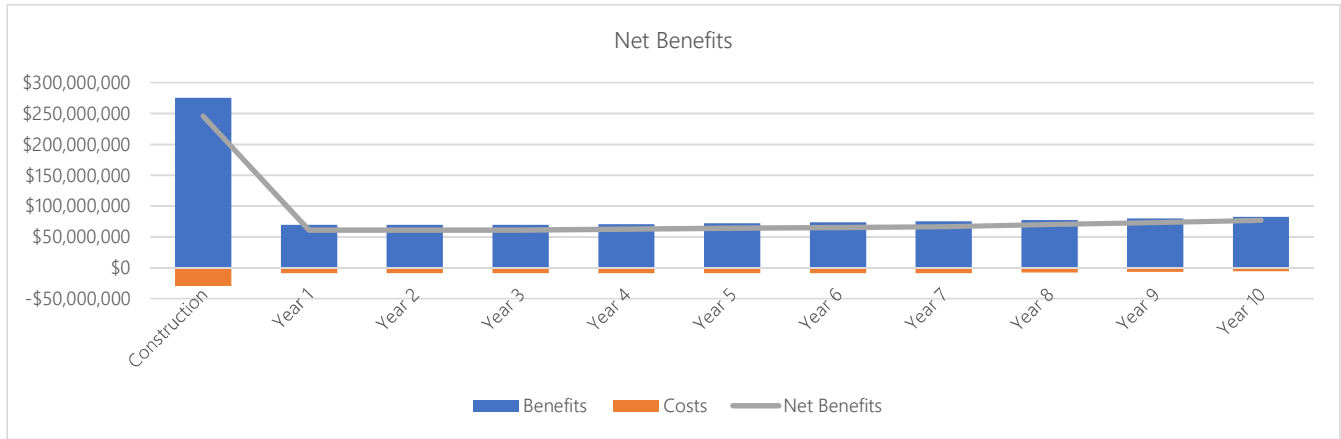
**Project Total Investment**  
 \$550,000,000

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		2652	1074	3726
Earnings		\$207,216,188	\$52,749,828	\$259,966,016
Local Spend		\$495,000,000	\$178,370,213	\$673,370,213

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		1000	527	1527
Earnings		\$667,213,261	\$412,085,827	\$1,079,299,087

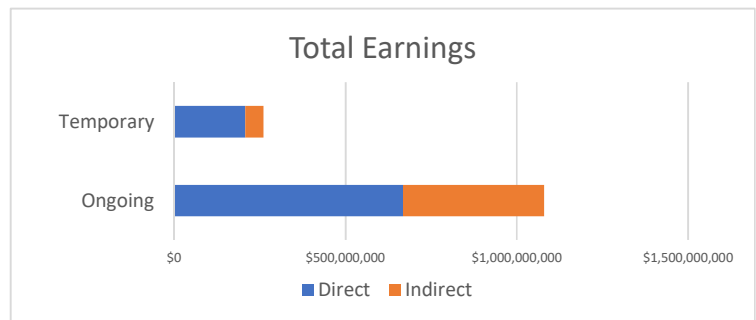
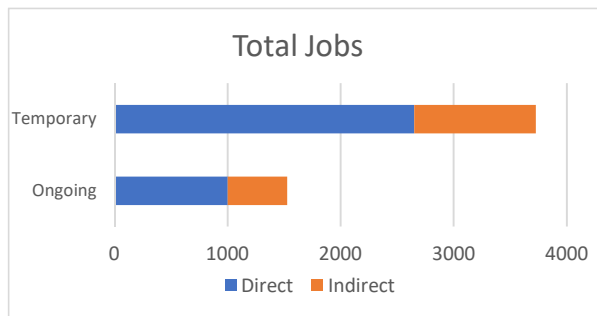
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$94,374,974	\$83,515,531
Sales Tax Exemption	\$26,000,000	\$26,000,000
Local Sales Tax Exemption	\$13,000,000	\$13,000,000
State Sales Tax Exemption	\$13,000,000	\$13,000,000
Mortgage Recording Tax Exemption	\$3,547,500	\$3,547,500
Local Mortgage Recording Tax Exemption	\$1,182,500	\$1,182,500
State Mortgage Recording Tax Exemption	\$2,365,000	\$2,365,000
<b>Total Costs</b>	<b>\$123,922,474</b>	<b>\$113,063,031</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$1,396,923,473</b>	<b>\$1,225,179,795</b>
<b>To Private Individuals</b>	<b>\$1,339,265,103</b>	<b>\$1,178,241,782</b>
Temporary Payroll	\$259,966,016	\$259,966,016
Ongoing Payroll	\$1,079,299,087	\$918,275,766
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$57,658,369</b>	<b>\$46,938,012</b>
Increase in Property Tax Revenue	\$48,283,514	\$38,690,320
Temporary Jobs - Sales Tax Revenue	\$1,819,762	\$1,819,762
Ongoing Jobs - Sales Tax Revenue	\$7,555,094	\$6,427,930
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$69,641,785</b>	<b>\$61,268,573</b>
<b>To the Public</b>	<b>\$69,641,785</b>	<b>\$61,268,573</b>
Temporary Income Tax Revenue	\$11,698,471	\$11,698,471
Ongoing Income Tax Revenue	\$48,568,459	\$41,322,409
Temporary Jobs - Sales Tax Revenue	\$1,819,762	\$1,819,762
Ongoing Jobs - Sales Tax Revenue	\$7,555,094	\$6,427,930
<b>Total Benefits to State &amp; Region</b>	<b>\$1,466,565,258</b>	<b>\$1,286,448,367</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$1,225,179,795	\$97,698,031	13:1
State	\$61,268,573	\$15,365,000	4:1
<b>Grand Total</b>	<b>\$1,286,448,367</b>	<b>\$113,063,031</b>	<b>11:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60- \$325,000,000      Additional Revenue: County \$10,999,626    Town \$3,932,739    School \$33,685,046

Does the IDA believe that the project can be accomplished in a timely fashion?      Yes

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

Amazon.com Services LLC and an entity formed or to  
be formed on its behalf\*

---

(Applicant Name)

6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132  
Phone: 716-278-8760 Fax: 716-278-8769  
<http://niagaracountybusiness.com>

\*Amazon.com Services LLC would be tenant operator of the facility  
and the entity formed or to be formed would be the fee owner of the  
facility.



- I. Subject to the applicable statute, information provided by applicant will be treated as confidential until such time as the Agency takes action on the request. However, in accordance with Article 6 of the Public Officers Law, all records in possession of the Agency are open to public inspection and copy.
- II. The Niagara County Industrial Development Agency has a one thousand dollar (\$1000.00) non-refundable application fee that must accompany the application submission.
- III. At the time of the project closing, project applicant is required to pay certain costs associated with the project. The applicant shall be responsible for the payment of an Agency fee in the amount of one percent (1.00%) of the total value of the project, together with Agency counsel fees as set forth in the Agency fee policy schedule, together with various related costs\*, including but not limited to public hearing expenses or as separately agreed to between the Applicant and the Agency. Upon request, a fee summary will be provided to each applicant. (\*out of pocket costs)
- IV. One (1) original signed copy of the Application and Environmental Assessment form should be submitted with the Application for Assistance.

*The Niagara County Industrial Development Agency does not discriminate on the basis of race, color, religion, sex, sexual orientation, marital status, age, national origin, disability or status as a disabled or Vietnam Veteran or any other characteristic protected by law.*

6311 Inducon Corporate Drive, Suite One ■ Sanborn, NY 14132-9099 ■ 716-278-8760  
Fax 716-278-8769 ■ [www.niagaracountybusiness.com](http://www.niagaracountybusiness.com)



# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

**I. APPLICANT INFORMATION**

Company Name: See Attachment A

Mailing Address: \_\_\_\_\_

City/Town/Village & Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Fed Id. No.: \_\_\_\_\_

Contact Person, and Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Principal Owners/Officers/Directors** (list owners with 15% or more in equity holdings with percentage ownership):  
\_\_\_\_\_

**Corporate Structure** (attach schematic if applicant is a subsidiary or otherwise affiliated with another entity)

**Form of Entity**

**Corporation**

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**Partnership**

General \_\_\_\_\_ or Limited \_\_\_\_\_

Number of general partners \_\_\_\_\_

If applicable, number of limited partners \_\_\_\_\_

Date of formation \_\_\_\_\_

Jurisdiction of Formation \_\_\_\_\_

**Limited Liability Company/Partnership** (number of members \_\_\_\_\_)

Date of organization: \_\_\_\_\_

State of Organization: \_\_\_\_\_

**Sole Proprietorship**

If a foreign organization, is the applicant authorized to do business in the State of New York?  
\_\_\_\_\_



**Applicant's Counsel**

Company Name: See Attachment A

Contact Person, and Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/Town/Village & Zip code: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**II. PROJECT INFORMATION**

A) Project Address: 8995 Lockport Road, Niagara Falls, NY

Tax Map Number (SBL) See Attachment B

(Section/Block/Lot)

SWIS Number See Attachment B

Located in City of See Attachment B

Located in Town of See Attachment B

Located in Village of See Attachment B

School District of See Attachment B

B) Current Assessment of Property:

Land See Attachment B

Total See Attachment B

C) Present legal owner of the site Gotham Homes 18 LLC

If other than from applicant, by what means will the site be acquired for this project?

\_\_\_\_\_

D) Describe the project:

Development, construction and operation of an approximately 3,000,000 square foot

e-commerce storage and distribution facility, together with related site improvements,

on an approximately 217 acre, decades-long vacant parcel of land located at

8995 Lockport Road, Niagara Falls, NY.

1. Project site (land)

(a) Indicate approximate size (In acres or square feet) of project site.

217 acres

(b) Indicate the present use of the project site.

Industrial



2. Indicate number, size (in square feet) and approximate age of existing buildings on site

None

3. Does the project consist of the construction of a new building or buildings?

If yes, indicate number and size (in square feet) of new buildings.

Yes, one building would be approximately 3,000,000 square feet.

4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.

No

5. If any space in the project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.

Co-Applicant Amazon.com Services LLC would occupy 100% of the Project Facility.

6. List principal items/categories of equipment to be acquired as part of the project.

Material handling equipment, Building systems, new building construction materials.

7. Has construction work on this project begun?

No See Exhibit A

E) Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another?

Yes or  No

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York?

Yes or  No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York?

Yes or  No

If Yes to any of the questions above, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

N/A



- F) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations. Previously provided under separate cover. The Town of Niagara, as SEQRA Lead Agency, issued a Negative Declaration with respect to the Project on June 21, 2022. The Negative Declaration is attached hereto within Attachment D to this Application.

III. **SOURCES & USES OF FUNDS** \* The sources and uses depicted in Section III(A), below, are the sources and uses for the fee owner entity formed or to be formed, on behalf of Amazon.com Services LLC. See Attachment A for Amazon.com Services LLC sources and uses.

A) Estimated Project Costs:

Property Acquisition	\$	0
Construction (Improvements)	\$	450,000,000
Equipment Purchases/Fixtures/Furnishings	\$	0
Soft costs (i.e. engineering, architectural)	\$	0
Other (describe)	\$	0
<b>TOTAL USES OF FUNDS</b>	\$	<b>450,000,000</b>

B) Sources of Funds for Project Costs (*Must match above Total Uses of Funds*):

\* This is inclusive of both the fee owner entity formed or to be formed, on behalf of Amazon.com Services LLC and Amazon.com Services LLC

Bank Financing	\$	473,000,000
Equity	\$	77,000,000
Grants/Tax Credits	\$	0
Taxable or Tax Exempt Bond	\$	0
Other	\$	0
<b>TOTAL SOURCES OF FUNDS</b>	\$	<b>550,000,000</b>

C) Identify each state and federal grant/credit:

	\$	
	\$	
	\$	
	\$	
<b>TOTAL PUBLIC FUNDS</b>	\$	





**IV. FINANCIAL ASSISTANCE REQUESTED**

A.) Benefits Requested:

- Sales Tax Exemption
- Mortgage Recording Tax Exemption
- Real Property Tax Abatement (PILOT)

B.) Value of Incentives:

Property Tax Exemption (To be estimated by NCIDA Staff. See Page 14)

Estimated duration of Property Tax exemption: TBD

Sales and Use Tax

Estimated value of Sales Tax exemption for facility construction: \$ \*See Attachment C

Estimated value of Sales Tax exemption for fixtures and equipment: \$

Estimated duration of Sales Tax exemption: \*See Attachment C

Mortgage Recording Tax Exemption Benefit

Estimated value of Mortgage Recording Tax exemption: \$ \*See Attachment C

C.) Financial Assistance Determination:

If financial incentives are not provided by NCIDA, is the project financially viable?

- Yes or  No

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

N/A

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**V. EMPLOYMENT PLAN**

	# of Retained Jobs	Retained Jobs Average Annual Salary	# of Created Jobs <i>(3 yrs after project completion)</i>	Created Jobs Average Annual Salary
Full Time (FTE)	0	\$ 0	1000	\$ 32,640
Part time (PTE)	0	\$ 0	0	\$ 0
TOTAL	0	\$ 0	1,000	32640

Annual Salary Range of Jobs to be Created: \$ 31,200 to \$ 60,000

Category of Jobs to be Retained and Created:

Job Categories (ie. Management, Administrative, Production, etc.) Management (60,000 x 50)

Warehouse, logistics (31,200 x 950). See Attachment C.



## VI. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entity") of the service delivery area created by the federal job training partnership act (Public Law 97-300)("JTPA") in which the project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the proposed project.
- C. Compliance with Section 224-a(8)(a) of N.Y Labor Law. The applicant acknowledges receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. You further acknowledge and understand that you have certain obligations as related thereto pursuant to Section 224-a(8)(a) of the New York Labor.
- D. Annual Sales Tax Filings: In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
- E. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.

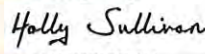
- F. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:
- § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- G. Compliance with Applicable Laws: The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- I. Recapture: Should the Applicant not expend or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein described.

The Applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading. The foregoing representations are made as of the date of this Application and are made on the actual knowledge of the Applicant and the individual executing this Application on behalf of Applicant.

STATE OF NEW YORK )  
COUNTY OF ) ss.:

Holly Sullivan, being first duly sworn, deposes and says:

1. That I am the VP Economic Development, Public Policy of Amazon (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

DocuSigned by:  
  
 C049593F2FA7404...  
 (Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

This Application should be submitted to the Niagara County Industrial Development Agency, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132.

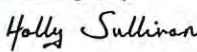
Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.



### HOLD HARMLESS AGREEMENT

Applicant hereby releases the NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, and (B) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all out of pocket costs incurred by the Agency in processing of the Application, including reasonable attorneys' fees, if any. Notwithstanding anything contained herein to the contrary, the foregoing indemnities shall not be applicable with respect to misconduct, negligence, or criminal activity on the part of the Agency. It is understood and agreed that the Applicant has the right to join in any defense, and participate in the management of the defense, of any claim for which the Agency seeks indemnification.

In addition to the foregoing, the Applicant understands and acknowledges that (i) this application does not create or give rise to any legal obligations on the part of the Niagara County Industrial Development Agency (the "Agency") or the Applicant except as expressly stated herein, (ii) the terms and conditions governing the award of the financial assistance described herein will be set forth in a separate agreement(s), with the Agency, the form of which will be provided to the Applicant only upon the processing and approval of this application, (iii) the requested financial assistance described in application is based upon the representations made by the Applicant, based upon the Applicant's actual knowledge as of the date of this application, to the Agency, regarding the project, and (iv) that the Agency reserves the right to revise the financial assistance described in this application if any aspect of the project changes after receipt of the application, including changes to the number of jobs, amount of capital investment, or wages, by way of example only. In addition, the Applicant reserves the right to retract, clarify, amend or modify any such representations made prior to (or concurrently with) the submittal of this application to the Agency.

DocuSigned by:  
  
 C048593F2FA7404...  
 (Applicant Signature)

By: \_\_\_\_\_

Name: Holly Sullivan

Title: VP Economic Development, Public Policy

\_\_\_\_\_  
 (Notary Public)

Sworn to before me this \_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

[stamp]



## Attachment A

### NCIDA Application for Financial Assistance: Co-Applicant Information

This Attachment is provided to address certain sections/questions related to the Application for Financial Assistance as applicable to co-applicant [Amazon.com](#) Services LLC, being the tenant operator of the facility, and the co-applicant fee owner of the facility to be constructed and owned by an entity that is formed or to be formed on behalf of Amazon.com Services LLC. Amazon.com Services LLC will be the tenant operator within the project facility and is submitting this application as co-applicant for the purpose of seeking a sales and use tax exemption for the purchase of certain items of machinery and equipment that it will ultimately own, but that will be installed within, the project facility. The fee owner co-applicant, being the entity formed or to be formed on behalf of Amazon.com Services LLC, is submitting this application for purposes of seeking a sales and use tax exemption for construction of the project facility, a mortgage recording tax exemption for purposes of financing the construction of the project facility, and a real property tax exemption benefit as so related to the project facility.

#### Section I. Applicants Information

[Amazon.com](#) Services LLC  
410 Terry Ave. North  
Seattle, WA 98109

FEIN: 82-0544687

Contact Name: Brad Griggs  
Title: Senior Manager  
Phone: 646-927-6819  
Email: [brgriggs@amazon.com](mailto:brgriggs@amazon.com)

Principal Owners: [Amazon.com](#) Services LLC is a wholly-owned subsidiary of [Amazon.com](#), Inc., a publicly-traded [company](#). [Amazon.com](#), Inc. lists [Amazon.com](#) Services LLC as a “significant subsidiary” in its annual 10-K filing with the SEC.

Form of Entity: Limited Liability Company.  
Date of Organization: 1999  
State of Organization: Delaware

#### Applicants’ Legal Counsel:

Robert G. Murray, Esq.  
Harris Beach PLLC  
726 Exchange Street  
Buffalo, New York 14210  
716-200-5180  
Email: [bmurray@harrisbeach.com](mailto:bmurray@harrisbeach.com)



**Section II(D)(7).**

Amazon.com Services LLC anticipates that approximately 300 construction workers will be utilized to facilitate Project construction/development. Most recently, Amazon.com Services LLC has been a co-applicant with respect to similarly sized (square footage and costs) projects in Onondaga County, completed in May, 2022, and in Monroe County, currently under construction. Both projects utilized Industrial Development Agency Financial Assistance, and both the Onondaga County IDA and the Monroe County IDA required the use of local labor. Due to a documented lack of workers residing in the Onondaga County IDA and the Monroe County IDA local work force areas, actual local labor usage for the Onondaga County IDA and the Monroe County IDA projects were both 70%. Based upon these two recent, and real-time examples of the need to utilize out of area workers, and in addition, due to on-going and continued, foreseeable, COVID-19 work-force disruptions, and, in addition, due to the current and anticipated number of construction projects occurring in the Niagara County IDA local labor area that are already utilizing, and will utilize, workers residing within the Niagara County IDA local labor area, the co-applicants anticipate that local labor usage for this Project will be approximately 70%, and request that the Agency approve that the Project will have 70% of all Project employees of the general contractor, subcontractor, or subcontractor to a subcontractor working on the Project permanently reside within the Niagara County IDA Local Labor Area.

**Section III. Sources and Uses of Funds: Co-applicant Amazon.com Services LLC**

Property Acquisition	
Construction (Improvements)	
Equipment Purchases/Fixtures/Furnishings	\$100,000,000
Soft Costs	
Other (describe)	
Total	\$100,000,000



**Attachment B****Amazon.com Project Information**

<b>Property Address</b>	<b>Tax Map #</b>	<b>SWIS #</b>	<b>City, Town, Village, School District</b>	<b>Current Property Assessment Land and Total</b>
Packard Road	132.18-1-2	293000	Town of Niagara/Niagara Wheatfield District	\$80,300
Haseley Drive	146.05-1-9	293000	Town of Niagara/Niagara Wheatfield District	\$10,300
Tuscarora Road	146.06-1-1	293000	Town of Niagara/Niagara Wheatfield District	\$127,000
Tuscarora Road	146.06-1-2	293000	Town of Niagara/Niagara Wheatfield District	\$101,400
<b>Grand Total</b>				<b>\$319,000</b>





## Attachment C

### NCIDA Application for Financial Assistance: Joint Applicant Information

#### Section IV. Financial Assistance Requested

Amazon.com Services LLC, on behalf of the fee owner entity formed or to be formed on its behalf, requests a sales tax exemption benefit estimated in the amount of \$18,000,000 (said amount being the product of (i) estimated expenditures of approximately \$225,000,000 being subject to sales tax and (ii) 8%).

Amazon.com Services LLC, on behalf of the fee owner entity formed or to be formed on its behalf, requests a mortgage recording tax exemption benefit on a mortgage amount of \$473,000,000, resulting in an exemption benefit amount of \$3,547,500 (said amount being the product of (i) \$473,000,000 and (ii) .0075).

Amazon.com Services LLC, on its own behalf, as tenant operator of the facility, requests a sales tax exemption benefit only, estimated in the amount of \$8,000,000 (said amount being the product of (i) \$100,000,000 and (ii) 8%).

\*\* Co- Applicants request that the sales and use tax exemption benefit run through 2026.

#### Section V. Employment Plan

The Project will offer a significant number of part-time and full-time employment opportunities, benefitting families and community residents, that include a comprehensive benefits package for people with a variety of skillsets and work experiences. The Project will allow those new to the work force to learn new skills and will provide on-the-job experience that is transferable to advancement positions or other industries. The Project will also enable employees to obtain valuable networking and reference resources for future advancement and other opportunities.

**Workforce Development/Training:** Amazon has committed \$1.2 billion to provide 300,000 employees with access to education and skills training programs—including college tuition for front-line employees—through 2025 as part of Amazon's Upskilling 2025 pledge.

Upskilling programs help employees gain in-demand skill sets and propel them into new careers. The company-funded training programs offered through Upskilling 2025 support Amazon employees as they learn critical skills to move into in-demand, higher-paying technical or non-technical roles within Amazon and beyond.

**Career Choice:** Career Choice is Amazon's pre-paid tuition program for operations employees looking to further their education.

Amazon will pre-pay full college tuition at hundreds of education partners across the country. In addition to funding associate and bachelor's degrees, Amazon's Career Choice will also fund high school completion, GED's, and ESL proficiency certifications. Since launching Career Choice in 2012, over 50,000 Amazon employees across 14 countries worldwide have received training for high-demand occupations including aircraft mechanics, computer-aided designers, commercial truck drivers, medical assistants, nurses, and more.



The program will be available to Amazon hourly employees who have been employed for 90 days. Employees have access to annual funds for education as long as they remain at the company, with no limit to the number of years they can benefit.

The Project will contain an onsite classroom so college and technical classes can be taught inside the fulfillment center, making employees' participation in Career Choice even more seamless by reducing the need to commute to classes.

**Amazon Benefits:** Along with starting pay of at least \$15 per hour - which Amazon has offered since 2018 - Amazon offers a range of great benefits that support employees and eligible family members, including domestic partners and their children. These comprehensive benefits begin on day one and include health care coverage, paid parental leave, ways to save for the future, and other resources to improve health and well-being.

Below is a list of benefits offered to full-time associates. Benefits availability may vary depending on number of hours worked a week.

- **Medical.** Plans include coverage for prescription drugs, emergency and hospital care, mental health, X-rays, lab work, etc. There are no pre-existing condition exclusions with any of Amazon's medical plans. Employees have a choice of multiple plans. All plans cover preventive care 100%.
- **Dental.** All preventative coverage, including cleanings and x-rays, is fully covered and the deductible is waived. Orthodontic coverage available.
- **Vision.** Annual basic eye exam, lenses, and basic frames fully covered annually.
- **Infertility Benefits.** Amazon partners with Progyny, the leading infertility benefits provider, to provide our employees with infertility treatment coverage.
- **Amazon 401(k) Plan.** All Amazon employees are eligible to join the plan immediately upon their date of hire. Amazon will provide a 50% match for contributions up to 4% of eligible pay.
- **Flexible Spending Accounts.** Flexible Spending Accounts (FSAs) provide a convenient way to pay for certain eligible health care and/or dependent care expenses with pre-tax dollars. Health Care FSA can be used to pay for health insurance copays, deductibles and other eligible services and supplies not covered by medical, dental or vision plans. The Dependent Care FSA can only be used to pay expenses for dependent care, such as child or elder care.
- **Disability Insurance.** Available to employees working more than 30 hours a week. Amazon provides both short-term and long-term disability coverage at no cost to the associate. Both plans provide partial income (60% of eligible salary up to certain limits) if the associate becomes medically disabled.
- **Mental Health Care and Daily Living Assistance.** Free counseling services and referrals are available 24/7 for any Amazon employee or household member. Referrals are available for legal and financial issues and for personal convenience and care needs (child care, elder care, relocating, and other personal needs).



Attachment D

Town of Niagara SEQRA Negative Declaration

See Attached.



***Full Environmental Assessment Form  
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts  
and  
Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See attached negative declaration

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:  Type 1       Unlisted

Identify portions of EAF completed for this Project:  Part 1  Part 2  Part 3



Upon review of the information recorded on this EAF, as noted, plus this additional support information  
 See attached negative declaration

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and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
 Town Board of the Town of Niagara \_\_\_\_\_ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

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There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

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Name of Action: Project Fifi

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Name of Lead Agency: Town Board of the Town of Niagara

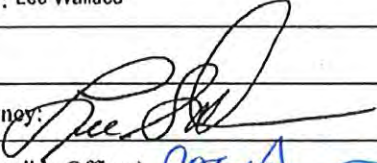
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Name of Responsible Officer in Lead Agency: Lee Wallace


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Title of Responsible Officer: Supervisor

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Signature of Responsible Officer in Lead Agency:  Date: 6/23/2022

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Signature of Preparer (if different from Responsible Officer)  Date: 6/23/2022

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Corey Auerbach, Barclay Damon LLP

**For Further Information:**  
 Contact Person: Charles Haseley  
 Address: 7105 Lockport Road, Niagara Falls, NY 14305  
 Telephone Number: (716)217-2150  
 E-mail: chaseley@townofniagara.com

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**  
 Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)  
 Other involved agencies (if any)  
 Applicant (if any)  
 Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**PRINT FULL FORM**



RESOLUTION OF THE TOWN OF NIAGARA TOWN BOARD PURSUANT  
TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT  
CONCERNING THE DETERMINATION OF SIGNIFICANCE FOR PROJECT  
FIFI - JB2 PARTNERS LLC STORAGE AND DISTRIBUTION FACILITY

**Name of Project:** Project Fifi - JB2 Partners LLC Storage and Distribution Facility

**Location:** 8995 Lockport Road, Town of Niagara, New York

**SEQR Status:** Type I

**Determination  
of Significance:** Negative Declaration

WHEREAS, JB2 Partners, LLC (“Applicant”) proposes development of an approximately 216 acre site located at 8995 Lockport Road (SBL: 132.18-1-2; 146.05-1-9; 146.06-1-1; 146.06-1-2) (“Site”) in the Town of Niagara, New York, for construction and operation of an approximately 3,075,950 square foot e-commerce storage and distribution facility (“Facility”) for consumer products (“Project”); and

WHEREAS, in connection with the Project, on February 15, 2022 the Applicant submitted an application to the Town Board of the Town of Niagara (“Town Board”), Town of Niagara Zoning Board of Appeals (“ZBA”), and Town of Niagara Planning Board (“Planning Board”) to request Site Plan Approval and resubdivision/lot consolidation in accordance with Town of Niagara Code (“Code”) § 245 Appendix B and §135-126 and § 135-132, and area variances in accordance with Code § 245 Appendix A, § 245-33(D), 204-5(B)(2); § 204-5(C)(1), § 204-5(C)(3)(a); and § 204-5(B)(1) (collectively, with the supplemental materials submitted on April 12, June 2, 2022, and June 20, 2022 the “Application”); all as described in the Town Building Inspector’s April 13, 2022 memorandum on the Project; and

WHEREAS, the Site is owned by Gotham Homes 18, LLC (“Owner”), which has authorized the Applicant to file all applications necessary for the development, construction and operation of the Project at the Site; and

WHEREAS, the Project will include the disturbance of approximately 111 acres of the 216-acre Site, as well as approximately 10 acres off-Site, to construct driveways, roadways buildings, parking areas, stormwater management features, improvements to roads and the installation of utilities, while approximately 105 acres of the Site will remain undisturbed; and

WHEREAS, at completion of construction, the Project will include approximately 56.3 acres of paved or impervious surfaces from construction of roads, buildings and parking areas and other paved or impervious surfaces, while approximately 159 acres of the Site will be green space following completion of construction, 140 acres of which are un-fragmented; and

WHEREAS, the Project will include the construction of an approximately 3,075,950 square foot Facility comprised of a ground floor with a footprint of approximately 650,000 square feet and four additional elevated levels, each with identical footprints of approximately 606,750 square feet, and a maximum height of 107 feet; and

WHEREAS, the Project will include 55 loading docks, 414 trailer parking stalls, 469 total trailer locations and 1,755 car parking stalls (including 16 motorcycle parking spaces), electric vehicle charging stations, two water tanks, two guard buildings, stormwater management basins and improvements, accessory site driveways, lighting, landscaping, signage, and other related improvements, and will employ approximately 1,000 people; and

WHEREAS, the Site is located near the Niagara Falls Air Reserve Station (“NFARS”) and Niagara Falls International Airport (“NFIA”) and has been long-targeted for development by the Town; and

WHEREAS, the Site is located in the Town’s Heavy Industrial District (“HI”), which authorizes warehousing and storage as well as freight forwarding, long-distance trucking terminals and distribution facilities as permitted uses in the HI District; and

WHEREAS, the Site is a certified “Shovel Ready” property pursuant to Empire State Development’s Build-Now NY program; and

WHEREAS, as part of obtaining Shovel-Ready certification the Town conducted an extensive review of the Site pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and, in 2011, completed a Generic Environmental Impact Statement (the “GEIS”); and

WHEREAS, in the GEIS, the Town analyzed development on the Site consisting of approximately 850,000 square feet of development and the combination of the existing individual parcels comprising the Site; and

WHEREAS, the GEIS included consultation with various other agencies including: New York State Department of Environmental Conservation (“NYSDEC”), Niagara County Industrial Development Agency, Empire State Development, Niagara County Sewer District, Niagara County Water District, New York State Historic Preservation Office (“SHPO”), New York State Department of Transportation (“NYSDOT”), New York State Department of Agriculture and Markets, and the United States Army Corps of Engineers (“USACE”); and

WHEREAS, written comments on the Draft GEIS from members of the public, as well as consultation with each of the above agencies, were considered prior to the issuance of the Final GEIS and the Final GEIS analyzed the potential development of the Site in the context of geological resources, water resources, ecological resources, historic and archaeological resources, noise, air quality, land use, socioeconomic conditions, visual and aesthetic conditions, agricultural resources, transportation, public services including utilities, and proposed Site-specific mitigation to minimize impacts to the environment to the greatest extent practicable; and

WHEREAS, on August 9, 2012, the Site received Build-Now NY Shovel Ready certification; and

WHEREAS, pursuant to SEQRA, the Town Board must satisfy the requirements contained in SEQRA prior to making a final determination on the Application; and

WHEREAS, with the Application, Applicant submitted a completed full Environmental Assessment Form Part I in the form required by SEQRA (the "FEAF"), with supporting materials as described more particularly below; and

WHEREAS, based upon the Application and the FEAF, with supporting materials more particularly described below, the Town Board has determined that the Project constitutes a "Type I Action" under SEQRA, because, among other things, pursuant to 6 NYCRR 617.4(b)(6)(i) it involves the physical alteration of more than 10 acres; and

WHEREAS, Type I actions are those actions and projects that are more likely to have a significant adverse impact on the environment and require the preparation of an EIS; and

WHEREAS, Type I actions are required to undergo a coordinated environmental review; and

WHEREAS, the Town Board has identified the parties listed on **Exhibit A** attached hereto as potentially involved and interested agencies under SEQRA (collectively, the "Involved and Interested Agencies"); and

WHEREAS, on March 15, 2022, the Town Board declared its intent to act as lead agency for a coordinated review of the Project and distributed to the Involved and Interested Agencies a Notice of Intent to Act as Lead Agency, a copy of the Application and the FEAF, with supporting documentation as more particularly described below (collectively the "SEQRA Notice"); and

WHEREAS, pursuant to SEQRA, as none of the Involved or Interested Agencies contested lead agency status, and the time period for Involved or Interested Agencies to object had expired, the Town Board assumed the role of Lead Agency for purposes of a coordinated review of the Project on April 14, 2022; and

WHEREAS, pursuant to SEQRA, to aid the Town Board in determining whether the Project may have a significant adverse impact upon the environment, the Town Board has received and reviewed:

- (1) the Application dated February 15, 2022 (the exhibits to which are listed separately herein);
- (2) Part 1 of the FEAF dated February 15, 2022;
- (3) a GEIS dated December 13, 2011;
- (4) Site Plans, including landscaping, lighting, signage, grading, and related items dated February 15, 2022;



- (5) Survey of the Site dated February 2022 by Robert A. Vento, licensed land surveyor;
- (6) Shovel Ready Certification dated April 9, 2012;
- (7) Building Elevations dated February 15, 2022;
- (8) Town Letter regarding the Project and Site dated August 11, 2020;
- (9) an Analysis of Environmental Impacts dated February 15, 2022 (the exhibits to which are listed separately herein);
- (10) a Draft Preliminary Geotechnical Engineering Study Report (“Geotechnical Report”);
- (11) an Evaluation of Sound Emissions Report (“Sound Report”);
- (12) a Stormwater Pollution Protection Plan for the Project (“SWPPP”);
- (13) a Wetland Delineation Report (“Wetland Report”);
- (14) a Threatened and Endangered Species Assessment;
- (15) a Visual Assessment Report;
- (16) Historic and Cultural Resources Report;
- (17) Traffic Impact Study dated February 2022;
- (18) a Water System Engineer’s Report;
- (19) a Sanitary Sewer System Engineer’s Report;
- (20) the Supplemental Application submitted on April 12, 2022 (“First Application Supplement”);
- (21) the Supplemental Application dated June 2, 2022 (the exhibits to which are listed separately herein) (“Second Application Supplement”);
- (22) an Updated Traffic Impact Study dated May 2022;
- (23) Revised Site Plans dated May 25, 2022;
- (24) Memorandum to Town with Responses to Town Comments dated June 2, 2022;
- (25) Memorandum to Town with Responses to Public Comments dated June 2, 2022;
- (26) Response to Agency, Building Department, and GHD Comments dated June 1, 2022;
- (27) Letters of Support for the Project;
- (28) Project Visual Simulations dated April 2022 (“Supplemental Visual Analysis”);
- (29) Response to NYSDOT Comments dated May 26, 2022;
- (30) NYSDEC’s Environmental Resource Mapper (“NYSDEC Mapper”);
- (31) a Letter from SHPO dated March 30, 2022;
- (32) a SHPO Letter of No Effect for the 2011 GEIS;
- (33) a NYSDEC Natural Heritage Program Letter;
- (34) the Supplemental Application dated June 20, 2022 (“Third Application Supplement”);
- (35) a Determination by the New York State Department of State Western Region with respect to a State Building Code Variance Request (“DOS Determination”);
- (36) Resolution from the Planning Board dated June 7, 2022 recommending approval of the Project including a negative declaration pursuant to SEQRA;
- (37) an offsite improvements plan dated March 25, 2022;
- (38) Phase 1A/1B Archaeological Survey;
- (39) email correspondence from NYSDOT dated June 7, 2022;
- (40) a SHPO Letter of No Effect with respect to archaeological resources dated June 10, 2022;
- (41) a SHPO Letter of No Effect with respect to historic resources dated June 17, 2022;

and

(42) other relevant environmental information (collectively, 1-42 shall be referred to as the “Environmental Information”); and

WHEREAS, prior to making a determination about the potential environmental significance of the Project, the Town Board has reviewed the Environmental Information, consulted various information sources, and considered the list of activities which are Type I Actions outlined in Section 617.4 of the SEQRA regulations, the list of activities that are Type II Actions outlined in Section 617.5 of the SEQRA regulations and the criteria for determining significance outlined in Section 617.7 of the SEQRA regulations; and

WHEREAS, to aid its review of the potential environmental significance of this Project, the Town Board retained GHD Engineering (“GHD”) to provide expert consultation and evaluation of the Environmental Information and all other related materials; and

WHEREAS, Applicant has undertaken public outreach to help inform the Town and the community of Project plans and goals as well as to receive input and feedback on various aspects of the Project; and the Applicant attended a Niagara County Planning Board meeting on March 21, 2022, two Town Planning Board meetings on April 5, 2022 and June 7, 2022, a Town Zoning Board of Appeals meeting on April 12, 2022 and a public hearing on June 14, 2022, two Town Board work sessions on April 13, 2022 and June 8, 2022, and a Town Board meeting on June 21, 2022; and the Applicant assembled comments received by the public and responded thereto, as identified above in the Environmental Information (hereinafter, collectively the “Public Outreach”); and

WHEREAS, at a public meeting held on March 21, 2022 held pursuant to General Municipal Law §§ 239-m, the Niagara County Planning Board recommended approval of the Application to the Town Board and Zoning Board of Appeals; and

WHEREAS, pursuant to Code § 245 Appendix B(B2)(A) and Code § 135-126 and § 135-132, prior to any final decision on a site plan or lot consolidation the Town Planning Board is authorized to review and recommend to the Town Board approval, approval with modification, or disapproval of such site plans or lot consolidations; and

WHEREAS, at a public meeting held on June 7, 2022, the Town Planning Board recommended approval of the Application to the Town Board and Zoning Board of Appeals, including a recommendation that the Town Board issue a negative declaration pursuant to SEQRA; and

WHEREAS, at a public meeting held on June 8, 2022, the Town Board, considering its careful review of the Environmental Information, completed Part 2 of the FEAF; and

WHEREAS, a thorough analysis of the Environmental Information and potential environmental impacts associated with the Project reveals that, overall, a number of temporary and/or moderate environmental impacts have been identified in connection with the Project, but an analysis of these environmental impacts reveals that, where necessary, such impacts have

been mitigated to the greatest extent possible by the Project design, and none of these impacts will be significant; and

WHEREAS, it is appropriate that the Town Board issue a negative declaration pursuant to SEQRA for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TOWN BOARD OF THE TOWN OF NIAGARA AS FOLLOWS:

**Section 1.** Based upon a review and examination of the Project and Environmental Information, and upon the Town Board's knowledge of the land and area surrounding the Site and such further investigation of the Project and its environmental effects as the Town Board has deemed appropriate, the Town Board makes the following findings with respect to the Project:

- (A) The Project is a Type I Action pursuant to SEQRA as the Project includes the physical alteration of more than 10 acres of land;
- (B) The Town Board, as lead agency, has undertaken a coordinated review of the Project in accordance with the requirements of SEQRA; and
- (C) Even though the Project is a Type I action, the Environmental Information, including mitigation measures that have been incorporated into the design of the Project by the Applicant, adequately demonstrate that the Project will not result in any significant adverse environmental impacts.

**Section 2.** Based upon the Town Board's review of the Environmental Information and investigations of the potential environmental impacts associated with the Project, considering both the magnitude and importance of each and every potential environmental impact, and upon the Town Board's knowledge of the land and area surrounding the Site and such further investigations of the Project and its environmental effects as the Town Board has deemed appropriate, the Town Board has determined that the Project will not result in any significant adverse impact upon the environment. The reasons supporting this determination are as follows:

1. Impact on Land.

*a. Physical Resources*

The Project includes the disturbance of approximately 111 acres of the 216-acre Site, as well as approximately 10 acres off-Site, to construct improvements to roads, driveways, buildings, parking areas, stormwater management features, and the installation of utilities. Project disturbance includes the creation of approximately 56.3 acres of paved or impervious surfaces including roads, buildings and parking areas. Approximately 105 acres of the Site will remain undisturbed, and, following completion of Project construction, approximately 159 acres of the Site will be green space, 140 acres of which are un-fragmented by roads or other development. The Project will include the construction of an approximately 3,075,950 square foot Facility comprised of a ground

floor with a footprint of approximately 650,000 square feet and four elevated levels, each with identical footprints of approximately 606,750 square feet, and a maximum height of 107 feet.

The Project will not involve construction on land where the depth to bedrock is less than 5 feet, as average depth to bedrock is 6.6 feet on the Site. While the depth to water table is less than a foot in some areas of the Site, a Geotechnical Report was prepared for the Project which shows that in areas of the Site to be developed, improvements will be built more than 10 feet above groundwater levels. Thus, as detailed in the Geotechnical Report, permanent dewatering techniques are not anticipated to be necessary in light of the depth to groundwater relative to the top slab elevation. Dewatering during construction will be implemented as necessary to adequately dewater all foundation-related excavations using gravity-fed sump pumps via gravel trenches or similar techniques on-Site. Notably, the Project does not include the production or storage of hazardous waste which could threaten groundwater quality.

The Site has no slopes of 10% or greater and, except for grading and excavation work associated with foundations for buildings, parking areas, stormwater management features and installation of utilities, the slope of the land will not be significantly altered by the Project. All excavated materials will remain on Site. Depth to bedrock will range from approximately 10 to 22 feet below the proposed finished floor elevation. While the Site is currently poorly drained, the Project will not result in increased erosion. While there is high potential for turbid runoff due to the Site's high clay content, the Applicant is required to act in conformance with a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-10-001) ("General SPDES Permit") and a SWPPP has been prepared for the Project and included as part of the Environmental Information. As shown in the SWPPP, permanent and temporary stormwater control measures will be used to minimize stormwater runoff during construction and operation of the Project. The Applicant's proposed measures to control erosion during construction and operation as found in the SWPPP will further mitigate any potential impacts. Further, the Project is not located within a designated Coastal Erosion Hazard Area.

Project construction does not involve multiple phases and is expected to be completed in approximately 18-24 months. While construction may take more than one year, the Site adjoins other commercial and industrial sites, including the NFIA, an Involved or Interested Agency as set forth in **Exhibit A**. Further, construction activity will be intermittent with planned winter shutdowns to mitigate construction impacts to the surrounding area. Moreover, given the size of the Site and location of disturbance on the Site, the impacts to nearby neighboring properties from construction activities will be limited. Construction conditions are temporary in nature, and the Project will be subject to applicable Town regulations regarding noise, which prohibit the creation of unreasonable noise between 11:00p.m. and 7:00a.m. Further, with respect to Project noise created during construction, a Sound Report was prepared to assess potential sound impacts associated with the Project, and it is included as part of the Environmental Information. As detailed in the Sound Report, the Site is located adjacent to various

existing sources of significant background noise, including NFIA, NFARS and other uses. As detailed in the Sound Report, the Project will mitigate noise impacts during construction operations by (1) outfitting trucks owned and controlled by the Applicant with smart, ambient sensing, multi-frequency back-up alarms, (2) limiting all heavy equipment operation to non-noise-sensitive daytime hours and follow town construction hours, (3) limiting the number of equipment operating near one receptor at a given time and avoiding exposing any one receptor to high sound levels for an extended period of time, (4) placing stationary equipment, such as generators, compressors, and office trailers, away from noise-sensitive receptors, (5) avoiding the placement of construction parking or laydown areas near noise-sensitive receptors, and (6) coordinating high sound level construction activities with Town representatives and providing advanced notice to residents as feasible. Significant background noise in the vicinity of the Site, modeled against the steady and intermittent Site sounds, show that Project noise levels will be below existing average and maximum ambient noise levels respectively. Accordingly, the Project is not expected to have any negative acoustical impact per NYSDEC guidelines, including during construction.

Accordingly, while the Project will change the land, the Project will not have any significant adverse impacts to the physical resources of the land.

2. Impact on Geological Features.

The Site is presently undeveloped and has no unusual or unique land forms, such as cliffs, dunes, minerals, fossils or caves, that may be modified or face destruction. There are no National Natural Landmarks at or near the Site.

Accordingly, the Project will not have any significant adverse impacts to geological features.

3. Impact on Wetlands and Surface Waters.

There will be impacts to wetlands and surface waters at the Site. The Project will result in new impervious surfaces that require stormwater management systems to handle stormwater flows and provide proper management of on-Site stormwater.

According to the NYSDEC Environmental Resource Mapper and the U.S. Fish and Wildlife Service's National Wetland Inventory, 16 wetlands/wetland complexes are present on the Site, totaling approximately 45.5 acres. This is a notable increase from the extent of wetland resources identified in the GEIS. As such, in late 2021, the Wetland Report was completed for the Site, in accordance with federal delineation methodology outlined under the USACE Wetlands Delineation Manual and Northcentral and Northeast Regional Supplement.

In total, the Project proposes to impact approximately 2.75 acres of federal wetlands/waters on the Site for the construction of parking areas, access roads, utilities, the Facility and stormwater basins. The remaining approximately 42.809 acres of wetlands will remain

undisturbed. No New York State regulated water bodies or wetlands will be impacted. The Project has been designed to limit impacts to wetlands to the greatest extent practicable, including modifications to the Facility's prototypical design. Areas of wetlands to be impacted are limited to agriculture wetlands and ditches with low ecological value/function. As provided in the Analysis of Environmental Impacts specifically and Environmental Information generally, avoidance of additional wetland impacts was accomplished through an iterative Site layout selection process and detailed design and grading of specific Project elements. As shown on the Site Plans, wetlands present in the southern portion of the Site and along the eastern and western site boundary are avoided. In addition, the strategic placement of stormwater management facilities avoids wetland impacts and ultimately allows for a landscape that promotes un-fragmented open space across approximately 140 acres of the Site (inclusive of the basins and wetlands to remain). In addition, the current stormwater runoff from the Site (untreated agricultural runoff) will be replaced with runoff managed pursuant to a SPDES permit. Furthermore, upon completion of construction, areas of wetlands and uplands that remain, which are currently farmed, will be allowed to naturally succeed. These areas are expected to revert to a natural condition that will provide an ecological uplift to the Site and region, providing habitat for local wildlife and enhancing the functions and value of the wetlands on-Site. As detailed in the Analysis of Environmental Impacts, naturalization of these areas will ultimately benefit the watershed as a whole. Further, additional flood storage will be provided on the Site through the creation of adjacent floodplain wetlands and oversized stormwater basins. Thus, the Project will actually increase the flood storage capacity at the Site and will help to alleviate existing drainage issues.

As required by the USACE under Section 404 of the Clean Water Act, compensatory mitigation for the 2.75 acres of wetland impacts is proposed to be completed through the purchase of an equal number of credits from the Ducks Unlimited (DU) In-Lieu Fee Program (ILF) – Buffalo-Eighteenmile service area. Applicant will comply with USACE's compensatory mitigation requirements for the Project. Additionally, a Joint Permit Application to the USACE and NYSDEC seeking authorization of the Project and associated wetland impacts was submitted for review and approval on April 7, 2022, and coordination with NYSDEC and USACE is underway. NYSDEC was also contacted as an Involved or Interested Agency as set forth in **Exhibit A**.

As discussed above, construction activities present the possibility of silt laden runoff entering streams due to storm events. Runoff pollution affects the water quality of the small tributaries, ponds or other receiving waters including ground waters. A General SPDES Permit and a SWPPP are required for the Project. As shown in the SWPPP, permanent and temporary stormwater control measures will be used to minimize stormwater runoff during construction and operation of the Project. The Applicant's proposed measures to control erosion during construction and operation will further mitigate any potential impacts, so there are no inappropriate discharges of contaminants to surface waters during construction and operation of the Project.

The Applicant will continue to work with USACE and NYSDEC in the permitting process and will comply with all applicable state and federal requirements.

Based on the limited area of wetlands impact relative to the size of the Site and Project, the incorporated design elements, and the proposed mitigation measures, the Project will not have any significant adverse impacts on wetlands and surface waters.

4. Impact on Groundwater.

The Project is not anticipated to have any impacts to groundwater. As noted above, in areas of the Site to be developed, improvements will be built more than 10 feet above groundwater levels. In addition, groundwater resources were analyzed in the GEIS, which noted that the Site does not overlay any Primary or Principal Aquifers that would be impacted by construction or operations on the Site, and that the nature of the majority of the soils on the Site precluded impacts. Such conditions of the Site have not changed since the GEIS.

Consistent with what was contemplated by the GEIS, water to the Site will be supplied by the Town of Niagara Water Department. The sanitary sewer system is designed to collect wastewater generated from the proposed development and convey it by gravity to the existing 8-inch diameter concrete gravity sewer line located along Tuscarora Road through a doghouse manhole. The existing 8-inch diameter concrete sewer line connects to the existing 18-inch diameter concrete gravity sewer main located on Lockport Road by gravity. All sanitary flows will be domestic in nature and void of any industrial solid, hazardous, or toxic waste contamination.

The Project will create a new demand for approximately 44,022 gallons of water per day to serve its operations and employees, and the Project will generate approximately 44,022 gallons of sanitary wastewater per day. A Water System Engineer's Report and a Sanitary Sewer System Engineer's Report have been prepared for the Project and reviewed by GHD. There is available water and sewer capacity to address the demands of the Project. In its review of the Project, GHD noted that the sanitary sewer discharge will discharge to an existing sanitary sewer pump station that is undersized currently and was previously targeted for upgrades by the Town. Applicant is working with the Town to contribute an appropriate share of funds to upgrade the pump station based on the Project anticipated flows.

While the depth to groundwater is less than one foot in some areas of the Site, in areas of the Site to be developed, improvements will be built more than 10 feet above groundwater levels. In addition, the Project does not involve the bulk storage of petroleum or chemical products or other hazardous materials over shallow groundwater or an aquifer. The Project does not involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources. In addition, current stormwater runoff from the Site (untreated agricultural runoff) will be replaced with runoff managed pursuant to the SPDES permit.

Accordingly, the Project will not have any significant adverse impact on groundwater.

5. Impact on Flooding.

A Cayuga Creek West Tributary is mapped in the western portion of the Site. Based on a review of the Federal Emergency Management Agency (FEMA) Effective Flood Insurance Rate Map (FIRM), the stream contains a mapped floodway, generally limited to the stream centerline and 100-year floodplain elevations that range from approximate elevation 600 (NAVD88) at the upstream end of the Site to approximate elevation 590 (NAVD88) at the downstream end of the Site. The Site is not located in a 500-year floodplain. No major development will occur in the 100-year floodplain. A single proposed natural gas line is currently planned to be installed in the floodplain and floodway, however, this minor development will have no impact on flood conditions because the disturbance will be temporary in nature and not create any permanent changes to Site conditions. An appropriate floodplain development permit from the Town will be obtained prior to the commencement of any construction activities. All stormwater generated from new impervious surfaces associated with the Project will be appropriately handled on-Site in accordance with the SWPPP. The Project will result in additional stormwater storage capacity on the Site, which may improve existing flood conditions. There are no dams located on the Site.

Accordingly, the Project will not have any significant adverse impacts on flooding or flooding conditions.

6. Impact on Air.

Ambient Air Quality Standards in Region 9, where the project site is located, indicate air quality is in attainment for both Federal and State standards. The Project does not entail the types of activities or operations that require the Applicant to acquire air registrations or permits or that are associated with a significant potential for air emissions. Any impacts to air quality from construction activities will be minor and temporary in nature. Mitigation measures such as erosion control, sediment control, pollution-prevention, and stormwater management measures will be implemented during construction, in addition to the regular maintenance of construction equipment and proper maintenance of a stabilized construction access roadway to reduce idling and stacking of construction vehicles.

Regular operation of the Project will have minimal impacts on air quality. The primary energy source for heating the warehouse is natural gas and back-up generators, which are subject to NYSDEC regulations. Based on the Project operations, vehicles associated with the Project will not idle excessively and will comply with NYSDEC regulations regarding heavy duty vehicle idling. The Facility will have full time yard jockeys that move the trailers around the truck court. Trucks will enter the Site, drop their trailer in one of the trailer parking spaces, pick up a new trailer and immediately exit the Site from the designated exit roadways, thereby eliminating the sound and air impacts associated with idling trucks.

Additionally, the traffic generated by this Project is not of quantity and type to



significantly affect associated vehicular pollutants, such as lead (Pb) and carbon monoxide (CO). Lead emissions from motor vehicles have been in decline since the introduction of non-leaded fuel and, with the further removal of lead additives from gasoline, and the growth of zero emission vehicles, air pollutants from vehicles should continue to decline. It is noted that the Project includes facilities for electric vehicle charging on-Site. High carbon monoxide (CO) levels are generally associated with very high volume, slow-moving or idling motor vehicles, which is not applicable at this Site.

Accordingly, the Project will not have any significant adverse impacts on air quality.

7. Impact on Plants and Animals.

The GEIS considered a loss of approximately 19% of the Site to permanent development, and analyzed impacts to species in that context. Here, the Project proposes to include 56.3 acres of impervious surfaces, with approximately 105 acres of the site remaining undisturbed and approximately 159 acres of green space following completion of construction, 140 acres of which are un-fragmented. A Threatened and Endangered Species Assessment (“T&E Report”) was prepared for the Project and included as part of the Environmental Information. Based on a response from the NYSDEC Natural Heritage Program (“NHP”), there are no documented occurrences of rare or state-listed animals, plants or significant natural communities on the Site, and NYSDEC did not request additional analysis with respect to impacts on threatened or endangered species. The response indicates that short-eared owl (*Asio flammeus*), a New York State endangered species, has been documented within 0.25 miles of the Site. The Devil Crawfish (*Lacunicambarus diogenes*), a New York State imperiled, but not state-listed species, has been documented within 50 yards south of the Site at the NFARS, as previously referenced in the GEIS. In addition, as detailed in the T&E Report, adjacent airport traffic and associated noise and road traffic, combined with the more suitable habitat located to the north and east of the Site, further diminish the potential value of the Site as suitable habitat for the short-eared owl. Further, none of the areas of wetland impacts associated with the Project directly or indirectly impact wetlands or waterways that may provide habitat for the devil crawfish. Accordingly, the Project will not adversely affect either species.

In addition, an official species list was generated for the Site in January 2022 using the U.S. Fish and Wildlife Service (“USFWS”) Information for Planning and Consultation (“IPaC”) tool. The official species list identifies the Monarch Butterfly (*Danaus plexippus*) as a candidate species that should be considered in a review of the Project. Notably, the Site is devoid of grasslands and currently occupied by agricultural land utilized for row crops. The Site lacks any notable areas of wildflowers or other herbaceous species crucial to monarch habitat. Based on the analysis included in the T&E Report, which also includes various Site observations completed in November and December 2021, it does not appear that the Site is used as habitat by any of the threatened and endangered species of concern or candidate species. The GEIS similarly concluded that the Site is of low value as habitat, and that the species that would utilize the Site are common in the general region and would occupy new areas in the vicinity of the Site.

The Site is currently undeveloped and primarily consists of agricultural and scrub/shrub wetlands. Accordingly, the Project will likely displace on-Site common animal and plant populations. Notably, much of the southern portion of the Site will remain in its current state, except for the addition of stormwater management features, providing habitat for any impacted plants or animals. To the extent the Project has any impacts, they are consistent with the impacts analyzed in the GEIS and limited to common species not listed as threatened or endangered at either the State or Federal level. Each of these impacts was assessed by the Town and the Involved and Interested agencies as set forth in **Exhibit A**(including NYSDEC). Further, lot coverage for the Project (approximately 6.9%) is significantly less than what is permitted under the Code (30%), and mitigation measures consistent with or exceeding those proposed in the GEIS have been incorporated into the Project, including 140 acres of un-fragmented open space following construction.

Accordingly, the Project will not have any significant adverse impacts on plants and animals.

8. Impact on Agricultural Land Resources.

While the Site is listed as Agricultural District No. 7 in the Niagara County Agricultural & Farmland Protection Plan, the Town has long-planned for the Site to be converted from farmland to industrial use as stated in the Comprehensive Plan, and as demonstrated by the Town's rezoning of the Site from agricultural to the HI District.

The Site currently has agricultural wetlands interspersed throughout the site, consisting of corn crop. The GEIS contemplated that the entirety of the Site would be converted from agricultural use to a use consistent with the heavy industrial zoning and future Shovel-Ready certification of the Site. The GEIS acknowledged that the Site includes prime soils, however, the GEIS concluded that the conversion of the Site would not be a significant adverse impact to the agricultural industry county-wide, and that the owner of the Site would satisfy certain procedural review requirements established by New York Agriculture and Markets Law by providing a waiver from the Notice of Intent process. The New York State Department of Agriculture and Markets confirmed the acceptability of such a waiver in correspondence included in the GEIS. The Department of Agriculture and Markets was also an Involved and Interested Agency as set forth in **Exhibit A**, and a waiver has been obtained for the Project and will be filed with the Department by the Applicant.

Accordingly, the Project will not have any significant adverse impact on agriculture or agricultural uses.

9. Impact on Aesthetic Resources.

As indicated in the FEAF and discussed in detail in the Analysis of Environmental Impacts (including the Visual Analysis, the Historic and Cultural Resources Assessment, and the Supplemental Visual Analysis), included as part of the Environmental Information, the Project will primarily be visible in the area immediately surrounding the Site and despite the scale and height of the Facility is generally not visible outside of the

immediate area of the Site. Given the location of the Site and the existing development that surrounds the Site, the Site will primarily be visible to viewers while engaged in routine travel on the roadways in the immediate vicinity of the Site. To the extent that the Facility is visible within the immediate vicinity of the Site, visual sensitivity is less in this area given the presence of the NFIA and NFARS to the immediate south and east of the Site and will otherwise be mitigated through careful project siting and design, consisting of the location of the Facility on a large site, allowing for significant portions to remain undeveloped and providing for considerable setbacks (923' to the front yard, 912' to the side yard, and 849' to the rear yard), as well as the location of the Facility within an area with significant existing development. Mitigation of the visual impacts are also achieved through vegetative screening consisting of existing landscaping that will remain on the Site and substantial landscaping that will be added to the Site. Although the vegetative screening of the Project may vary seasonally, any such seasonal variation is likely limited given that the Project involves the additional planting of 582 evergreen trees and 89 evergreen shrubs, which will see no seasonal variation in their ability to screen the project from view, in addition to 318 shade trees, 121 deciduous shrubs, and 176 ornamental grasses. The project also involves the development of landscaped berming approximately 12' to 14' tall, which will provide screening of the Facility that is not impacted by seasonal vegetative variation. As demonstrated in the Visual Assessment, including the Supplemental Visual Assessment, despite the scale of the Facility, while the Facility is visible from immediately surrounding areas, most of the visual impact will be along Lockport and Packard roads (where visual sensitivity is lowest) and is mitigated through the above-referenced setbacks and landscaping. Most viewers will see the Project and the Facility while traveling on those roads along which similar warehouse-like structures are visible.

The Project is located within five miles of parks and scenic resources, including three officially designated state and local scenic or aesthetic resources—Veterans' Memorial Park, Reservoir State Park, and Oppenheim County Park. Notwithstanding the proximity to these parks and aesthetic resources, the Project is not anticipated to impact such resources given the distance between the Project and such resources, the careful siting of the Project on a large lot near existing development, and the existing development in the area surrounding the Site. Specifically, the Project is separated from the surrounding parks and scenic or aesthetic resources by several miles within which there is existing development consisting of the City of Niagara Falls, the NFIA, the NFARS, and other industrial and residential development. To the extent that the Project is visible from any of the surrounding park and/or scenic resources, such visibility will be relatively limited given the distance to the Project, its location on a lot that allows for sufficient setbacks, and its location near existing large-scale industrial and institutional development. Moreover, the Project is otherwise in keeping with existing development in the area around the Site, including development specifically in the area between the Project and surrounding aesthetic or scenic resources. Otherwise, as indicated on the FEAF, the Project is not located within the vicinity of recreational resources, such as public recreation facilities or areas used for hunting, trapping, fishing or shell fishing. Moreover, given the developed nature of the area around the Site, it is generally not suitable for such activities. The Project incorporates mitigation to reduce the visual

impact of the Project in the immediate vicinity of the Site, which, as discussed herein, includes use of a large area of the land with room for significant setbacks and retains certain areas of the Site as undeveloped, use of vegetative screening, consisting of significant plantings and a landscaped berm along the frontage, and siting in an area with existing development, including large-scale institutional and industrial uses. In light of both the limited visual impact, as well as the mitigation proposed, the Project will not cause a diminution of public enjoyment and appreciation of aesthetic resources.

In addition to the park and aesthetic resources noted above, the Project is also located within one mile of two structures determined by SHPO to be eligible for listing on the State register of historic places: the Theobald Schneider House, located at 8505 Packard Road, and the Frederick Williams House, located at 9320 Lockport Road. The closest distance from the historic building to the proposed limit of disturbance is approximately 700 feet; to the edge of the trailer parking is approximately 1,400 feet; and to the building is approximately 1,980 feet. SHPO, as an Involved and Interested Agency, provided comments in March 2022 that identified these houses as examples of certain historic architecture and architectural styles and requested additional information regarding potential visual impacts to these structures. NYSDEC's guidance on visual impacts makes clear that visual impact is not determined by the size of the structure alone. Despite the scale of the Facility, the Visual Assessment indicates that the Facility is generally not visible from surrounding areas and, as explained by the Applicant in response to SHPO's March 2022 comments, visual impact of the Facility has been mitigated by the significant landscaping plan, including the approximately 12' to 14' high landscaped berm proposed along the frontage of the Site, as well as the size of the Site and significant setbacks incorporated into the Facility design. In connection with its comments on the Project, SHPO also requested renderings of the Facility and that landscaping be utilized to minimize any potential visual impacts to these resources. In response, the Applicant provided as Exhibit G to the Second Application Supplement renderings of the Facility from numerous vantage points in the area surrounding the Site, which showed that the Project would primarily be visible in the immediate vicinity of the Site and that even in this area the Project would be relatively well-screened by existing vegetation and proposed landscaping. Additionally, as discussed in further detail above, the Project incorporates significant setbacks, berming and plantings that reduce the overall visibility of the Project. In response, SHPO issued a June 17, 2022 No Effect Letter concurred with the materials provided in the Second Application Supplement, confirming that the Project would not have an adverse impact upon these historic structures, including with respect to visual impacts.

Based on the foregoing, any potentially significant adverse impacts have been sufficiently mitigated.

10. Impact on Historic and Archaeological Resources.

As indicated in the FEAF, the Project will not occur wholly or partially within or substantially contiguous to an area designated as sensitive for archaeological sites, including both those sites listed on the SHPO archaeological site inventory and those that

are not.

The potential for impact to archaeological and historic resources was previously evaluated in connection with the preparation of the GEIS, which was completed as part of the process for obtaining the Site's designation as Shovel Ready and done in consultation with SHPO. Specifically, in the context of the GEIS, SHPO concluded that the Site would not impact cultural resources listed or eligible for inclusion on the National Register of Historic Places. The GEIS also noted that the Site was not located within an area flagged for sensitivity to archaeological resources, thus SHPO provided a "No Effect" letter documenting the lack of such resources on the Site, a copy of which was provided with the Application.

The Applicant has also consulted with SHPO regarding the Project. In connection with its review of the Project, SHPO provided two comment letters, one dated March 3, 2022 and another dated March 23, 2022, which indicated that SHPO had no concerns about impacts to the former Niagara International Drag Strip and otherwise requested certain additional information regarding visual and traffic impacts to historic structures and archaeological impacts. Specifically, SHPO requested additional information regarding traffic mitigation construction and vehicle vibration impacts on historic structures.

With respect to archaeological impacts, SHPO specifically requested a Phase IA/Phase IB Survey, notwithstanding SHPO's prior findings within the context of the GEIS that there would be no significant adverse impacts to archaeological resources. In response to such request, as detailed in the Third Supplemental Application, the Applicant has completed a Phase IA/Phase IB Survey (submitted to SHPO on June 7, 2022), which concludes that no further action is warranted. SHPO has confirmed its agreement with the issuance of a June 10, 2022 letter indicating no further archeological work is necessary.

With respect to impacts on historic structures, as detailed above, SHPO noted the Project's proximity to the Theobald Schneider House and Phillip and Frederick Williams House and recommended that the Applicant provide renderings of the Project and consider ways to minimize the visual impact of the Project on those resources. In response, the Applicant provided as Exhibit G to the Second Application Supplement renderings of the Facility from numerous vantage points in the area surrounding the Site, which showed that the Project would primarily be visible in the immediate vicinity of the Site and that even in this area the Project would be relatively well-screened by existing vegetation and proposed landscaping. Additionally, as discussed in further detail above, the Project incorporates significant setbacks, berming and plantings that reduce the overall visibility of the Project. With respect to SHPO's traffic concerns, the Applicant, as discussed in more detail below, has extensively studied potential traffic impacts associated with the Project, including the preparation of a TIS and the Updated TIS. To the extent that traffic impacts associated with the Project may impact surrounding historic structures with vibration, noise, air, and general traffic volume the Second Application Supplement details that the Project will increase daily traffic volumes on Packard Road by less than 10% and does not propose any new types of traffic (e.g., heavier trucks) than what is already common on the roadway. In addition, construction is occurring on a

property on the western side the Packard Road and Haseley Drive intersection, which is approximately 130 feet from the closest historic building. The closest distance from the historic building to the proposed limit of disturbance is approximately 700 feet; to the edge of the trailer parking is approximately 1,400 feet; and to the building is approximately 1,980 feet. Accordingly, vibration as a result of additional passing traffic is not anticipated to impact the properties. SHPO's June 17, 2022 No Effect Letter concurred with the supplemental materials in the Second Application Supplement, confirming that the Project would not have an adverse impact upon these historic structures, including with respect to traffic and visual impacts.

Accordingly, the Project will not have a significant adverse impact on historic or archaeological resources.

11. Impact on Open Space and Recreation.

The Project will not eliminate open space or recreational resources. The Site is privately owned, zoned for heavy industrial uses, and has long been targeted for development and in 2011 obtained a Build Now-NY Shovel Ready Certification from Empire State Development. Such designation was intended to bring a large-scale development project to the Site. Moreover, such development of the Site is consistent with existing development in the area around the Site, which includes large-scale industrial and institutional uses such as the NFIA, as well as the existing zoning classification of the Site. Notably, approximately 159 acres of the Site will be green space following completion of construction, 140 acres of which are un-fragmented

The Project will not result in the loss of a current or future recreational resource. As discussed in the Environmental Assessment provided as Exhibit 12 to the Application, the Site does not comprise public open space nor is the Site or surrounding area currently used for public recreation. Rather, the Site is privately owned and not available for public use. As noted above, the Site is used as an active agriculture operation and in light of such use is not well-suited for use as a recreational resource.

Accordingly, the Project will not create any significant impacts to open space or recreational resources.

12. Impact on Critical Environmental Areas.

The Project is not located within or adjacent to a Critical Environmental Area ("CEA").

Accordingly, the Project will not have a significant adverse impacts to any CEA.

13. Impact on Transportation.

The Project will result in a change to existing transportation systems and an overall increase in traffic in the vicinity of the Site. Specifically, as detailed in the Updated TIS, which was prepared in response to Involved and Interested Agency, Town, and public

comments regarding potential traffic impacts to the Project and provided with the Second Application Supplement as Exhibit A, the Project will result in 542 new vehicle trips during peak morning hours (i.e., from 6:30AM to 7:30AM) and 882 new vehicle trips during peak evening hours (i.e., from 5:30PM to 6:30PM). These numbers were determined based on similar facility details and extensive study of the Site, and the area around the Site, including study of 16 different intersections on nine different days throughout the year—October 14, 2021, November 23, 2021, December 14, 2021, January 5, 2022, April 5, 2022, April 19, 2022, and April 22, 2022 through April 24, 2022. Study was conducted on both weekday and weekend dates, including while local schools were in session and during a drill training weekend at the Niagara Air Reserve Station, when traffic volumes in the area around the Site are typically greater than normal conditions. Collected traffic volume data was adjusted (increased) to account for increased summer traffic conditions and normal conditions when the border with Canada is open. In conducting such study, the Applicants worked in coordination with Involved and Interested Agencies as set forth in **Exhibit A**, including, among others, NYSDOT, the Niagara Frontier Transportation Authority (“NFTA”), County Department of Public Works (“County DPW”), NFARS, along with input from GHD and the Town Police.

As detailed in the TIS and Updated TIS, the existing roadway network can reasonably accommodate the increase in traffic as a result of the Project, with certain mitigation proposed as part of the Project. Such assessment was made based on the extensive study of the area and assumes a conservative growth factor of 0.5 percent per year over existing traffic volumes projected three years into the future, as well as consideration of several approved new projects in the Town. Mitigation initially provided in the TIS includes:

- left turn treatment at Driveway #2 (fronting on Packard Road);
- installation of tri-color traffic signals at Driveway #1 (fronting on Packard Road opposite Lockport Road) and Driveway #3 (fronting on Packard Road);
- adjustment of signal timings at the Lockport Road/Walmore Road intersections to increase northbound green time by six second and reduce east/westbound green time by six seconds to accommodate additional northbound traffic;
- installation of a 350’ long westbound left turn lane with 75’ taper on Lockport Road at Driveway #2 and Driveway #3;
- installation of a 350’ long southwest-bound right and left turn lane with 75’ taper on Lockport Road at Driveway #1;
- installation of a 350’ long northeast bound right and left turn lane with 75’ taper on Lockport Road at Driveway #1;
- installation of a 350’ long southeast-bound right left turn lane with 75’ taper on Lockport Road at Driveway #1;
- and all driveways in and out of the Site will be designed with one entering land and two exiting lanes, including stop control at Driveway #2 and signal control at Driveway #1 and Driveway #3.

Following consultation with NYSDOT, County DPW, NFARS, NFTA, review of public comments and comments from the Town, and significant additional analysis of the Site and surrounding intersections, mitigation—in addition to and furtherance of the mitigation proposed in the TIS and described above—was proposed in the Updated TIS

and affiliated truck route feasibility analysis, consisting of:

- utilizing truck routes such that trucks primarily enter from Packard Road to Driveway #1 and exit Driveway #1 to travel across Packard Road to Lockport Road and travel west to Military Road and then turn left onto Military Road to access the I-190 southbound on-ramp from Packard Road, thereby halving truck traffic on Packard Road; restrict Driveway #2 to right in/right out only to minimize impacts to driveway on the opposite side of Lockport Road;
- installation of a 75' long eastbound left turn lane with a 75' taper on Packard Road at Woodland Heights Dr;
- installation of back-to-back left turn lanes on Lockport Road at Tuscarora Road north and south; installation of a 350' long eastbound right turn lane on Lockport Road at Walmore Road south with further revisions to current signal timings as necessary to improve operating conditions at both Walmore Road intersections;
- and relocation of the northbound left turn stop bar on Military Road to Lockport Road and replace northbound loop detectors as necessary.

In addition to the mitigation proposed as part of Project design, the Applicant is also working with the NFARS to implement certain improvements around the NFARS main gate to address existing conditions in that area including the installation of a  $\pm 350$  ft long eastbound right turn lane and a  $\pm 350$  ft long westbound left turn lane with a +75 ft taper on Lockport Rd at the NFARS Main Gate driveway. The Applicant has also, at the request of residents in the area around the Site, performed a gap analysis, which is included with the Updated TIS, and determined signalization of the Lockport Road/Packard Road/Driveway #1 intersection is sufficient so that residential drives on Packard Road will have sufficient time to enter and exit on/from Packard Road. Thus, even with the increase in traffic anticipated as part of the Project, the network of roadways in the area around the Site will be sufficient to accommodate vehicle traffic in light of the mitigation proposed as part of the Project.

The Applicant has also demonstrated that the construction of a new ramp from Lockport Road to the I-190 is not feasible due to the distance between existing ramps, timing considerations, and constructability concerns due to the location of existing rail lines and other adjacent development. Further, NYSDOT and the Town's independent consultant, GHD, have carefully reviewed the proposed traffic mitigation for the Project and confirmed the sufficiency of the same. NYSDOT's correspondence confirms that NYSDOT will continue to work with the Applicant with respect to the Project, and that the mitigation proposed is appropriate and sufficient.

Parking at the Facility consists of approximately 1,755 employee parking stalls to provide parking for employees passenger vehicles, 16 motorcycle parking spaces, 414 trailer parking spaces, and 55 loading docks, as well electrical vehicle charging stations. Such parking is anticipated to be sufficient to accommodate the approximately 1,000 employees anticipated to work at the Facility in one of two daily shifts. Although there is currently no transit route immediately adjacent to the Site, the Project has been designed to accommodate an on-site transit stop and the Applicant is working with NFTA, an Involved and Interested Agency as set forth in **Exhibit A**, to extend its existing transit



routes to add a stop on the Site.

Pedestrian sidewalks exist along both sides of Military Road, and there is a sidewalk along the north side of Packard Road that extends to the east of the eastern Packard Road/Porter Road intersection to Haseley Drive. Another sidewalk is located along the south side of Niagara Falls Boulevard to the east of Walmore Road. While there are no dedicated bicycle facilities or lanes, bicyclists are permitted to share the road on all roadways in the area, except for the I-190 ramps.

With respect to traffic safety concerns, the Updated TIS includes a crash investigation in order to identify inherent safety issues, identify potential crash patterns and clusters, and to provide for appropriate mitigation to minimize safety concerns. Notably, seven of the nine crashes at the Lockport Rd/Packard Rd intersection can be corrected by signaling the intersection. As such, the mitigation proposed as part of the Project will improve the overall safety at this intersection. Additionally, as discussed above, at the request of residents located on Packard Rd, the Updated TIS includes a “gap analysis,” which shows that, even during Site peak hours, the residential drives located on Packard Road will have sufficient time to enter and exit on/from Packard Road.

The Project can be reasonably accommodated by existing roadway network with the mitigation detailed in the Application and herein. Accordingly, the Project will not have any significant adverse impacts on traffic.

14. Impact on Energy.

As indicated on the FEAF and discussed in the Environmental Analysis provided with the Application as Exhibit 12, the Project is anticipated to create an additional demand for approximately 3,350 megawatt hours (MWh) of electricity. Electricity will be used to provide lighting and energy for warehouse and accessory office operations. National Grid services the electricity to the Site and has indicated that there is sufficient capacity to accommodate the Project’s energy needs, and the Project will include the construction of a new substation to service the Project. The Project will also utilize natural gas for heating and to operate ventilation and HVAC systems. National Fuel services gas service to the Site and is working with the Applicant to confirm service and capacity requirements. Both electric and gas service will be extended to the Site from existing utility lines that run along the Site to the north and south. Notably, the majority of energy needs in Niagara County are supplied by a renewable energy source, such as hydroelectric power. The Applicant is working with the respective utilities to finalize such plans. Notwithstanding the anticipated increase in energy usage required for the Project, certain energy conservation measures are implemented as part of the Project, including use of high-efficiency motors and transformers, LED lighting, motion sensors to avoid lighting areas not in use, and use of temperature set points to maximize energy conservation potential.

Accordingly, the Project is not anticipated to have a significant adverse impact on energy.

15. Impact on Noise, Odor and Light.

*a. Noise*

As discussed in the Environmental Analysis provided with the Application as Exhibit 12, noise impacts for development of the Site were previously studied within the context of the GEIS. The GEIS contemplated that development of a new heavy industrial use at the Site would increase noise above existing ambient noise levels. As specific to the Project, a Sound Report was prepared and provided with the Application as Exhibit 12.A to assess potential sound impacts associated with the Project. As detailed in the Sound Report, the Site is located adjacent to various existing sources of significant background noise, including NFIA, NFARS and other uses. Further, the Sound Report provides that the Project will mitigate noise impacts during construction and operations by (1) outfitting trucks owned and controlled by the Applicant with smart, ambient sensing, multi-frequency back-up alarms, (2) limiting all heavy equipment operation to non-noise-sensitive daytime hours and follow town construction hours, (3) limiting the number of equipment operating near one receptor at a given time and avoiding exposing any one receptor to high sound levels for an extended period of time, (4) placing stationary equipment, such as generators, compressors, and office trailers, away from noise-sensitive receptors, (5) avoiding the placement of construction parking or laydown areas near noise-sensitive receptors, and (6) coordinating high sound level construction activities with Town representatives and providing advanced notice to residents as feasible. The Sound Report concludes that although the Project will produce noise that will exceed existing ambient noise levels during construction and operation, such increased levels of noise will nonetheless meet all applicable NYSDEC guidelines. Further, the Sound Report modeled the significant background noise in the vicinity of the Site against the steady and intermittent Site sounds, and, concluded that Project noise levels will be below existing average and maximum ambient noise levels respectively.

Accordingly, the Project is not expected to have any negative acoustical impact per NYSDEC guidelines, and as such, the Project will not have any significant adverse impact on noise.

*b. Odor*

The Project may create some additional odors at and around the Site as a result of vehicle traffic to and from the Site during both the construction and operation phase of the Project. However, such odors are routine odors, similar to existing odors at and around the Site, and will likely occur for less than one hour each day. Moreover, given the large size of the Site, any odors created at the Site are likely to dissipate over the distance between the Site and surrounding uses, including residential uses in the area surrounding the Site.

Accordingly, the Project will not have any significant adverse impact on odors.

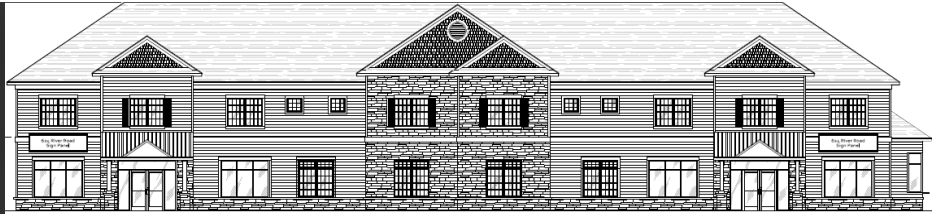
*c. Light*

**8.2**

**DLV**

**PROPERTIES, LLC**

**PROJECT SUMMARY**  
**DLV Properties LLC**



<b>Applicant:</b>	DLV Properties LLC	
<b>Project Location:</b>	624 River Road North Tonawanda, NY 14120	
<b>Assistance:</b>	10 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>The project site is 3.7 acre of vacant property, which will need Brownfield remediation. The plan is to develop and construct a 148,000 square foot market rate apartment building.</p> <p>The 5-story building will include 110+ unit apartments ranging in size from 750 – 1300 sq. ft. The first floor will also feature a partially covered parking area.</p> <p>This project will provide more opportunities for individuals to live in the Niagara County/North Tonawanda area bring new jobs to the area and give public access to the Niagara River waterfront.</p>	
<b>Project Costs:</b>	Construction/Improvements Furniture, Fixtures & Equipment Soft costs Other – Site Remediation <p align="right">TOTAL</p>	\$ 19,314,910 \$ 527,990 \$ 2,381,150 <u>\$ 865,000</u> \$23,089,050
<b>Employment:</b>	Current jobs in Niagara County: 2 New Jobs in Niagara County within 3 years: 10 Estimated Annual Payroll for New Jobs: \$436,000 Skills: Management, Maintenance Leasing Agent	
<b>Evaluative Criteria:</b>	Brownfields area, Regional Wealth Creation, Alignment with local planning and development efforts.	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: June 30, 2022  
 Project Title: DLV Properties LLC  
 Project Location: 624 River Rd., North Tonawanda, NY 14120

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

#### Project Total Investment

\$23,089,050

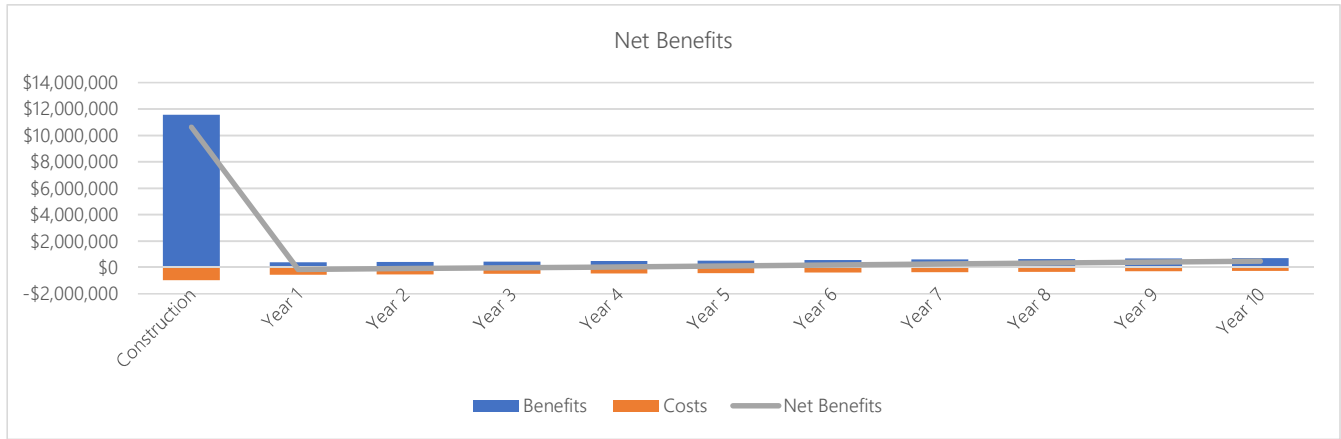
		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		232	45	278
Earnings		\$8,709,366	\$2,227,490	\$10,936,857
Local Spend		\$20,780,145	\$7,523,067	\$28,303,212

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		7	0	7
Earnings		\$2,963,231	\$0	\$2,963,231

Aggregate over life of the PILOT

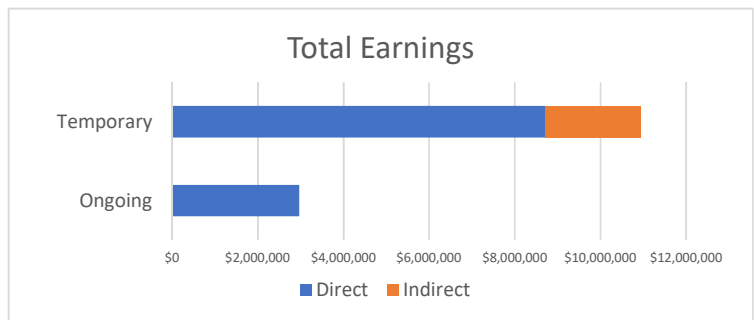
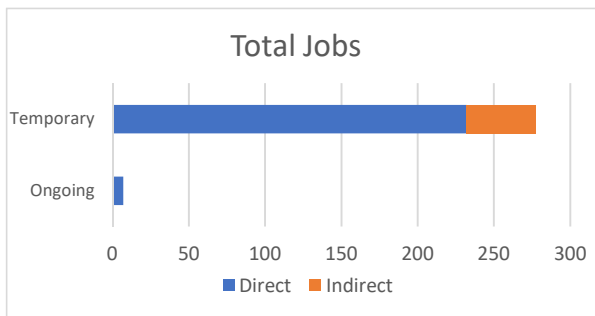
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$4,017,577	\$3,655,958
Sales Tax Exemption	\$814,836	\$814,836
Local Sales Tax Exemption	\$407,418	\$407,418
State Sales Tax Exemption	\$407,418	\$407,418
Mortgage Recording Tax Exemption	\$145,955	\$145,955
Local Mortgage Recording Tax Exemption	\$48,652	\$48,652
State Mortgage Recording Tax Exemption	\$97,303	\$97,303
<b>Total Costs</b>	<b>\$4,978,368</b>	<b>\$4,616,749</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$16,344,700</b>	<b>\$15,747,976</b>
<b>To Private Individuals</b>	<b>\$13,900,088</b>	<b>\$13,591,296</b>
Temporary Payroll	\$10,936,857	\$10,936,857
Ongoing Payroll	\$2,963,231	\$2,654,439
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$2,444,612</b>	<b>\$2,156,680</b>
Increase in Property Tax Revenue	\$2,347,312	\$2,061,541
Temporary Jobs - Sales Tax Revenue	\$76,558	\$76,558
Ongoing Jobs - Sales Tax Revenue	\$20,743	\$18,581
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$722,805</b>	<b>\$706,747</b>
<b>To the Public</b>	<b>\$722,805</b>	<b>\$706,747</b>
Temporary Income Tax Revenue	\$492,159	\$492,159
Ongoing Income Tax Revenue	\$133,345	\$119,450
Temporary Jobs - Sales Tax Revenue	\$76,558	\$76,558
Ongoing Jobs - Sales Tax Revenue	\$20,743	\$18,581
<b>Total Benefits to State &amp; Region</b>	<b>\$17,067,505</b>	<b>\$16,454,723</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$15,747,976	\$4,112,028	4:1
State	\$706,747	\$504,721	1:1
<b>Grand Total</b>	<b>\$16,454,723</b>	<b>\$4,616,749</b>	<b>4:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60 \$10,185,450

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

DLV Properties, LLC

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**(Applicant Name)**

6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132  
Phone: 716-278-8760 Fax: 716-278-8769  
<http://niagaracountybusiness.com>

Updated 2021

- I. Subject to the applicable statute, information provided by applicant will be treated as confidential until such time as the Agency takes action on the request. However, in accordance with Article 6 of the Public Officers Law, all records in possession of the Agency are open to public inspection and copy.
- II. The Niagara County Industrial Development Agency has a one thousand dollar (\$1000.00) non-refundable application fee that must accompany the application submission.
- III. At the time of the project closing, project applicant is required to pay certain costs associated with the project. The applicant shall be responsible for the payment of an Agency fee in the amount of one percent (1.00%) of the total value of the project, together with Agency counsel fees as set forth in the Agency fee policy schedule, together with various related costs, including but not limited to public hearing expenses. Upon request, a fee summary will be provided to each applicant.
- IV. One (1) original signed copy of the Application and Environmental Assessment form should be submitted with the Application for Assistance.

*The Niagara County Industrial Development Agency does not discriminate on the basis of race, color, religion, sex, sexual orientation, marital status, age, national origin, disability or status as a disabled or Vietnam Veteran or any other characteristic protected by law.*

6311 Inducon Corporate Drive, Suite One ■ Sanborn, NY 14132-9099 ■ 716-278-8760  
Fax 716-278-8769 ■ [www.niagaracountybusiness.com](http://www.niagaracountybusiness.com)



# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

### I. APPLICANT INFORMATION

Company Name: DLV Properties, LLC

Mailing Address: 9829 Main St

City/Town/Village & Zip code: Clarence, NY 14031

Phone: (716) 759-1715

Website: N/A

Fed Id. No.: 82-3769261

Contact Person, and Title: Brianne Frawley (Development Manager)

Email: brianne@visoneco.com

**Principal Owners/Officers/Directors** (list owners with 15% or more in equity holdings with percentage ownership):

Lucian Visone, Jr.

**Corporate Structure** (attach schematic if applicant is a subsidiary or otherwise affiliated with another entity)

#### Form of Entity

#### Corporation

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

#### Partnership

General \_\_\_\_\_ or Limited \_\_\_\_\_

Number of general partners \_\_\_\_\_

If applicable, number of limited partners \_\_\_\_\_

Date of formation \_\_\_\_\_

Jurisdiction of Formation \_\_\_\_\_

#### Limited Liability Company/Partnership (number of members <sup>1</sup> \_\_\_\_\_)

Date of organization: May 25, 2017

State of Organization: New York

#### Sole Proprietorship

If a foreign organization, is the applicant authorized to do business in the State of New York?

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Law Office of Kevin Schenk

Contact Person, and Title: Kevin G. Schenk

Mailing Address: P.O. Box 240

City/Town/Village & Zip code: Cheektowaga NY 14225

Email: kgslaw1@verizon.net

Phone: (716) 684-0621

Fax No.: (716) 684-1382

**II. PROJECT INFORMATION**

**A)** Project Address: 624 River Road, North Tonawanda, NY 14120

Tax Map Number (SBL) 181.16-1-21.11  
(Section/Block/Lot)  
SWIS Number 291200  
Located in City of North Tonawanda  
Located in Town of \_\_\_\_\_  
Located in Village of \_\_\_\_\_  
School District of North Tonawanda

**B)** Current Assessment of Property:

Land 234,400  
Total 1,000,000

**C)** Present legal owner of the site DLV Properties, LLC

If other than from applicant, by what means will the site be acquired for this project?

\_\_\_\_\_

**D)** Describe the project:

To develop and construct an 110+ unit apartment building on the Niagara River waterfront. The proposed building will be 5 stories. The first floor will partially be covered parking. The unit types will be a mixture of studio to three bedroom apartments ranging from around 750 to 1300 sf.

1. Project site (land)

**(a)** Indicate approximate size (In acres or square feet) of project site.

3.7 ac

**(b)** Indicate the present use of the project site.

There is currently a dated 17,000 sf medical building on site that is 70% vacant.

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
There is approximately one (1)17,000 sf building built in 1997 on the site.  
\_\_\_\_\_
3. Does the project consist of the construction of a new building or buildings?  
If yes, indicate number and size (in square feet) of new buildings.  
Yes - 148,000 sf.  
\_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.  
No.  
\_\_\_\_\_
5. If any space in the project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.  
100+apartment units, studio-3 bedroom apartments, between 800 and 1300 sf.  
\_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
Apartment equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has construction work on this project begun?  
No. However the site is in the beginning stages of remediation efforts.  
\_\_\_\_\_

**E) Inter-Municipal Move Determination**

Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another?

Yes or  No

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York?

Yes or  No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York?

Yes or  No

If Yes to any of the questions above, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

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- F) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations.

III. **SOURCES & USES OF FUNDS**

A) Estimated Project Costs:

Property Acquisition		0
	\$	
Construction (Improvements)		19,314,910
	\$	
Equipment Purchases/Fixtures/Furnishings		527,990
	\$	
Soft costs (i.e. engineering, architectural)		2,381,150
	\$	
Other (describe) <span style="float: right;">Site Remediation</span>		865,000
	\$	
TOTAL USES OF FUNDS	\$	23,089,050

B) Sources of Funds for Project Costs *(Must match above Total Uses of Funds)*:

Bank Financing	ESTIMATED	\$ 19,460,693
Equity	ESTIMATED	\$ 3,463,357
Grants/Tax Credits		\$
Taxable or Tax Exempt Bond		\$
Other <span style="float: right;">Niagara Brownfield Development Loan</span>		\$ 165,000
TOTAL SOURCES OF FUNDS		\$ 23,089,050

C) Identify each state and federal grant/credit:

	\$
	\$
	\$
	\$
TOTAL PUBLIC FUNDS	\$

**IV. FINANCIAL ASSISTANCE REQUESTED**

**A.) Benefits Requested:**

- Sales Tax Exemption
  Mortgage Recording Tax Exemption  
 Real Property Tax Abatement (PILOT)

**B.) Value of Incentives:**

Property Tax Exemption (To be estimated by NCIDA Staff. See Page 14)

Estimated duration of Property Tax exemption: \$4,017,577

Sales and Use Tax

Estimated value of Sales Tax exemption for facility construction: \$ 772,596

Estimated value of Sales Tax exemption for fixtures and equipment: \$ 42,239

Estimated duration of Sales Tax exemption: 1 year

Mortgage Recording Tax Exemption Benefit

Estimated value of Mortgage Recording Tax exemption: \$ 145,955

**C.) Financial Assistance Determination:**

If financial incentives are not provided by NCIDA, is the project financially viable?

Yes or  No

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

The development of this property will be economically unfeasible without your assistance and partnership in this matter due to the high cost of site infrastructure, current and future Brownfield monitoring and remediation costs which heavily burden the project. This project will provide more opportunities for people to live in Niagara County/North Tonawanda and give public access to waterfront

**V. EMPLOYMENT PLAN**

	# of Retained Jobs	Retained Jobs Average Annual Salary	# of Created Jobs <i>(3 yrs after project completion)</i>	Created Jobs Average Annual Salary
Full Time (FTE)	2	\$ 120,000	4	\$ 280,000
Part time (PTE)	0	\$ 0	6	\$ 156,000
<b>TOTAL</b>	2	\$ 120,000	10	436000

Annual Salary Range of Jobs to be Created: \$ 35,000 to \$ 70,000

**Category of Jobs to be Retained and Created:**

Job Categories (ie. Management, Administrative, Production, etc.) Management, maintenance leasing

## VI. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") in which the project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JPTA Entities for new employment opportunities created as a result of the proposed project.
- C. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- D. Annual Sales Tax Filings: In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
- E. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- F. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- G. Compliance with Applicable Laws: The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- I. Recapture: Should the Applicant not expend or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein described.

The Applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK )  
COUNTY OF ) ss.:

Lucian Visone, being first duly sworn, deposes and says:

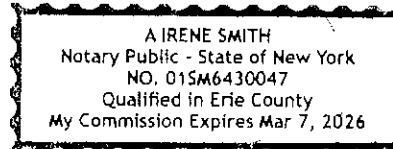
1. That I am the Managing Member (Corporate Office) of DLV Properties LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 1<sup>st</sup> day of July, 2022

A. Irene Smith  
(Notary Public)



This Application should be submitted to the Niagara County Industrial Development Agency, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132.

Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.



**HOLD HARMLESS AGREEMENT**

Applicant hereby releases the NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

*[Signature]*  
(Applicant Signature)

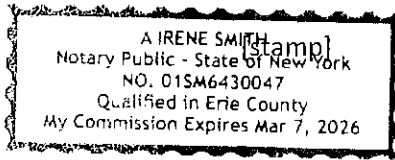
By: DLV Properties LLC

Name: Lucian Visone

Title: Managing Member

*A. Irene Smith*  
(Notary Public)

Sworn to before me this 1<sup>st</sup> day  
of July, 2022



**Real Property Tax Benefits (Detailed):**

\*\* This section of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000
\$19,314,910	\$13,640,000	9.849336	14.501055	22.776614

\*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	15%	\$ 20,152	\$ 29,669	\$ 46,601	\$ 96,422	\$ 642,812	\$ 546,390
2	20%	\$ 26,869	\$ 39,559	\$ 62,135	\$ 128,562	\$ 642,812	\$ 514,250
3	25%	\$ 33,586	\$ 49,449	\$ 77,668	\$ 160,703	\$ 642,812	\$ 482,109
4	30%	\$ 40,303	\$ 59,338	\$ 93,202	\$ 192,844	\$ 642,812	\$ 449,969
5	35%	\$ 47,021	\$ 69,228	\$ 108,736	\$ 224,984	\$ 642,812	\$ 417,828
6	40%	\$ 53,738	\$ 79,118	\$ 124,269	\$ 257,125	\$ 642,812	\$ 385,687
7	45%	\$ 60,455	\$ 89,007	\$ 139,803	\$ 289,266	\$ 642,812	\$ 353,547
8	50%	\$ 67,172	\$ 98,897	\$ 155,337	\$ 321,406	\$ 642,812	\$ 321,406
9	55%	\$ 73,890	\$ 108,787	\$ 170,870	\$ 353,547	\$ 642,812	\$ 289,266
10	60%	\$ 80,607	\$ 118,677	\$ 186,404	\$ 385,687	\$ 642,812	\$ 257,125
<b>TOTAL</b>		<b>\$ 503,794</b>	<b>\$ 741,729</b>	<b>\$ 1,165,024</b>	<b>\$ 2,410,546</b>	<b>\$ 6,428,123</b>	<b>\$ 4,017,577</b>

\*Estimates provided are based on current property tax rates and assessment value

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
624 River Road - Waterfront Apartment Project			
Name of Action or Project: 624 River Road, North Tonawanda, NY 14120			
Project Location (describe, and attach a location map): 624 River Road, North Tonawanda, NY 14120			
Brief Description of Proposed Action: Construct an approximately 110+ unit, 5-story apartment building. Units will be a mixture of studio 1,2, and 3 bedroom apartments. Units will range in size from approximately 750 sf to approximately 1300 sf.			
Name of Applicant or Sponsor: DLV Properties, LLC		Telephone: 716-759-1715 E-Mail: brianne@visoneco.com	
Address: 9829 Main St.			
City/PO: Clarence		State: NY	Zip Code: 14031
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 3.7 acres	
b. Total acreage to be physically disturbed?		_____ 3.7 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 9 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>mixed-use and multi-family housing</u> <input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ The project is in the NYDEC Brownfield remediation. The remedial investigation work plan has been approved by the DEC	NO	YES
_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: DLV Properties, LLC		Date: 7/1/22
Signature: _____		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance.** The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>NCURA</u>	<u>7/8/22</u>
Name of Lead Agency	Date
<u>S. Lamy</u>	<u>LO</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

**8.3**

**4600 GROUP, LLC**

**PROJECT SUMMARY**  
**4600 Group LLC**



<b>Applicant:</b>	4600 Group LLC	
<b>Project Location:</b>	460 Center Street Lewiston	
<b>Assistance:</b>	10 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>4600 Group LLC will restore the historic Frontier House in the Village of Lewiston. The 197-year-old Frontier House, that has been vacant since 2014, was placed on the National Register of Historic Places in 1974. The original use for the Frontier House was an inn for merchants and travelers, its hosted historical figures such as Charles Dickens, President William McKinley and Mark Twain.</p> <p>The redevelopment plans will draw upon and celebrate the buildings rich history with the intent to make it a destination sought by visitors from outside the area. Two floors will host short-term rentals dedicated to serving tourists.</p> <p>The remaining space will contain rental units, commercial space and office space, with a lounge area and restaurant for guests.</p>	
<b>Project Costs:</b>	Acquisition	\$ 800,000
	Construction/Improvements	\$ 3,865,893
	FF&E	\$ 90,000
	Soft costs	\$ 536,458
	TOTAL	\$ 5,292,351
<b>Employment:</b>	Current jobs in Niagara County:	0
	New Jobs in Niagara County within 3 years:	3
	Skills: Management/Administrative, Maintenance	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, Proximity/Support of Regional Tourism Attractions/Facilities, Local Revenues, Adaptive Reuse, Age of Structure	



# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: July 8, 2022  
 Project Title: 4600 Group LLC  
 Project Location: 460 Center St., Lewiston, NY 14092

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

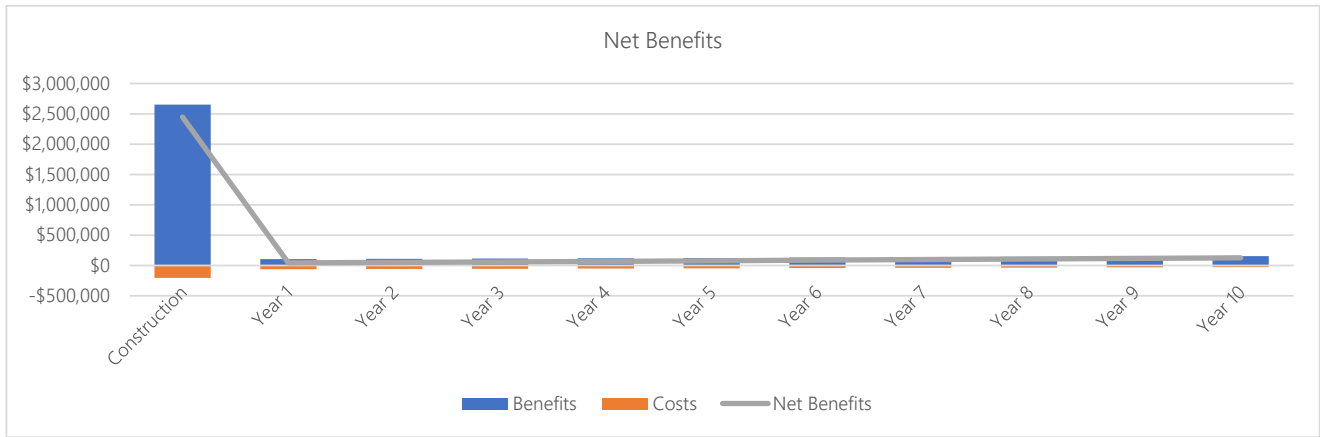
Project Total Investment  
 \$5,292,351

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	39	10	50
Earnings	\$1,995,122	\$509,078	\$2,504,200
Local Spend	\$4,763,116	\$1,720,379	\$6,483,495

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	2	1	3
Earnings	\$761,974	\$193,971	\$955,945

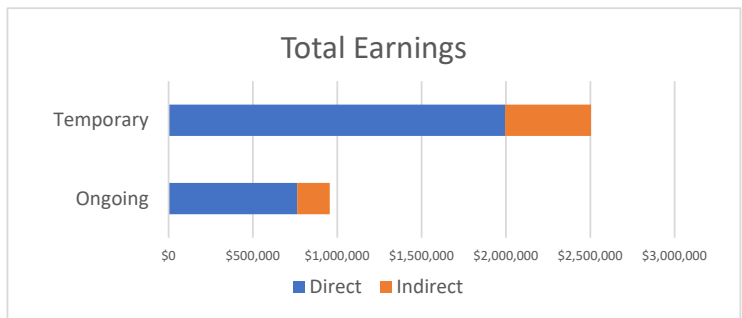
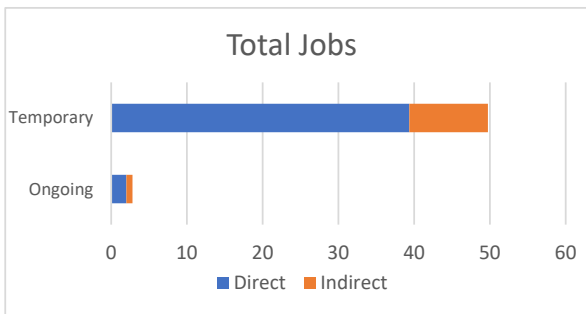
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$447,652	\$407,816
Sales Tax Exemption	\$165,436	\$165,436
Local Sales Tax Exemption	\$82,718	\$82,718
State Sales Tax Exemption	\$82,718	\$82,718
Mortgage Recording Tax Exemption	\$39,693	\$39,693
Local Mortgage Recording Tax Exemption	\$13,231	\$13,231
State Mortgage Recording Tax Exemption	\$26,462	\$26,462
<b>Total Costs</b>	<b>\$652,781</b>	<b>\$612,945</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$3,752,005</b>	<b>\$3,618,935</b>
To Private Individuals	\$3,460,145	\$3,360,528
Temporary Payroll	\$2,504,200	\$2,504,200
Ongoing Payroll	\$955,945	\$856,328
Other Payments to Private Individuals	\$0	\$0
To the Public	\$291,860	\$258,407
Increase in Property Tax Revenue	\$267,639	\$234,884
Temporary Jobs - Sales Tax Revenue	\$17,529	\$17,529
Ongoing Jobs - Sales Tax Revenue	\$6,692	\$5,994
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$179,928</b>	<b>\$174,747</b>
To the Public	\$179,928	\$174,747
Temporary Income Tax Revenue	\$112,689	\$112,689
Ongoing Income Tax Revenue	\$43,018	\$38,535
Temporary Jobs - Sales Tax Revenue	\$17,529	\$17,529
Ongoing Jobs - Sales Tax Revenue	\$6,692	\$5,994
<b>Total Benefits to State &amp; Region</b>	<b>\$3,931,933</b>	<b>\$3,793,683</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$3,618,935	\$503,765	7:1
State	\$174,747	\$109,180	2:1
<b>Grand Total</b>	<b>\$3,793,683</b>	<b>\$612,945</b>	<b>6:1</b>

\*Discounted at 2%

## Additional Comments from IDA

NY State ST-60 \$2,067,950

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

4600 Group, LLC

---

(Applicant Name)

6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132

Phone: 716-278-8760 Fax: 716-278-8769

<http://niagaracountybusiness.com>

Updated April 2022

- I. Subject to the applicable statute, information provided by applicant will be treated as confidential until such time as the Agency takes action on the request. However, in accordance with Article 6 of the Public Officers Law, all records in possession of the Agency are open to public inspection and copy.
- II. The Niagara County Industrial Development Agency has a one thousand dollar (\$1000.00) non-refundable application fee that must accompany the application submission.
- III. At the time of the project closing, project applicant is required to pay certain costs associated with the project. The applicant shall be responsible for the payment of an Agency fee in the amount of one percent (1.00%) of the total value of the project, together with Agency counsel fees as set forth in the Agency fee policy schedule, together with various related costs, including but not limited to public hearing expenses. Upon request, a fee summary will be provided to each applicant.
- IV. One (1) original signed copy of the Application and Environmental Assessment form should be submitted with the Application for Assistance.

*The Niagara County Industrial Development Agency does not discriminate on the basis of race, color, religion, sex, sexual orientation, marital status, age, national origin, disability or status as a disabled or Vietnam Veteran or any other characteristic protected by law.*

6311 Inducon Corporate Drive, Suite One ■ Sanborn, NY 14132-9099 ■ 716-278-8760  
Fax 716-278-8769 ■ [www.niagaracountybusiness.com](http://www.niagaracountybusiness.com)

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

### I. APPLICANT INFORMATION

Company Name: 4600 Group, LLC

Mailing Address: 295 Main St. Suite 700

City/Town/Village & Zip code: Buffalo 14203

Phone: (716) 854-0060

Website: https://www.ellicottdevelopment.com/

Fed Id. No.: 83-2992709

Contact Person, and Title: Tom Fox, Director of Development

Email: TFox@ellicottdevelopment.com

**Principal Owners/Officers/Directors** (list owners with 15% or more in equity holdings with percentage ownership):

Jerome P. Williams Irrevocable Trust FBO: 25%, Jeffrey D. Williams: 25%, 7112 Group, LLC: 50%

**Corporate Structure** (attach schematic if applicant is a subsidiary or otherwise affiliated with another entity)

#### Form of Entity

#### Corporation

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

#### Partnership

General \_\_\_\_\_ or Limited \_\_\_\_\_

Number of general partners \_\_\_\_\_

If applicable, number of limited partners \_\_\_\_\_

Date of formation \_\_\_\_\_

Jurisdiction of Formation \_\_\_\_\_

#### Limited Liability Company/Partnership (number of members <sup>3</sup> \_\_\_\_\_)

Date of organization: January 3, 2019

State of Organization: New York

#### Sole Proprietorship

If a foreign organization, is the applicant authorized to do business in the State of New York?

\_\_\_\_\_

**Applicant's Counsel**

Company Name: 4600 Group, LLC

Contact Person, and Title: Lori Carbaugh, General Counsel

Mailing Address: 295 Main St. Suite 700

City/Town/Village & Zip code: Buffalo 14203

Email: LCarbaugh@ellicottdevelopment.com

Phone: (716) 854-0060

Fax No.: (716) 852-2829

**II. PROJECT INFORMATION**

**A)** Project Address: 460 Center St, Lewiston, NY 14092

Tax Map Number (SBL) 101.10-2-37  
(Section/Block/Lot)  
SWIS Number 292401  
Located in City of \_\_\_\_\_  
Located in Town of \_\_\_\_\_  
Located in Village of Lewiston  
School District of Lewiston-Porter

**B)** Current Assessment of Property:

Land 150,000  
Total 300,000

**C)** Present legal owner of the site 4600 Group, LLC

If other than from applicant, by what means will the site be acquired for this project?

N/A

**D)** Describe the project:

Rehabilitation of the historic "Frontier House" to be utilized as a vibrant mixed-use destination. The basement and first floor will offer opportunities for boutique retail, office, and restaurant space. Floors two, three, and four (attic) will offer a combination of short and long-term residential dwelling units.

1. Project site (land)

**(a)** Indicate approximate size (In acres or square feet) of project site.

39,204 square feet

**(b)** Indicate the present use of the project site.

Vacant

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
1 building, 17,066 Square feet, 200 years old  
\_\_\_\_\_
3. Does the project consist of the construction of a new building or buildings?  
If yes, indicate number and size (in square feet) of new buildings.  
No  
\_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.  
Yes, complete renovation of entire building.  
\_\_\_\_\_
5. If any space in the project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.  
Restaurant: 3,586, Commercial: 2,274, Long-term Resi: 4,349, Short-term Resi: 2,901  
\_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has construction work on this project begun?  
Not related to the re-use project, however some structural prev maint has been done.  
\_\_\_\_\_

**E) Inter-Municipal Move Determination**

Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another?

Yes or  No

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York?

Yes or  No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York?

Yes or  No

If Yes to any of the questions above, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations.

III. **SOURCES & USES OF FUNDS**

A) Estimated Project Costs:

Property Acquisition	\$	800,000
Construction (Improvements)	\$	3,865,893
Equipment Purchases/Fixtures/Furnishings	\$	90,000
Soft costs (i.e. engineering, architectural)	\$	536,458
Other (describe)	\$	
TOTAL USES OF FUNDS	\$	5,292,351

B) Sources of Funds for Project Costs *(Must match above Total Uses of Funds)*:

Bank Financing	\$	3,969,263
Equity	\$	1,323,088
Grants/Tax Credits (NONE YET COMMITTED)	\$	
Taxable or Tax Exempt Bond	\$	
Other	\$	
TOTAL SOURCES OF FUNDS	\$	5,292,351

C) Identify each state and federal grant/credit:

	\$	
	\$	
	\$	
	\$	
TOTAL PUBLIC FUNDS	\$	





**VI. REPRESENTATIONS BY THE APPLICANT**

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300)("JTPA") in which the project is located.
  
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the proposed project.
  
- C. Compliance with Section 224-a(8)(a) of N.Y Labor Law. The applicant acknowledges receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. You further acknowledge and understand that you have certain obligations as related thereto pursuant to Section 224-a(8)(a) of the New York Labor.
  
- D. Annual Sales Tax Filings: In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
  
- E. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.


- F. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:
- § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- G. Compliance with Applicable Laws: The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- I. Recapture: Should the Applicant not expend or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein described.

The Applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK )  
COUNTY OF ) ss.:

William A. Paladino, being first duly sworn, deposes and says:

1. That I am the Manager (Corporate Office) of 4600 Group, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 25 day of May, 2022

Christina Carballeda  
(Notary Public)

CHRISTINA CARBALLADA  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 11-9-23

This Application should be submitted to the Niagara County Industrial Development Agency, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132.

Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.

**HOLD HARMLESS AGREEMENT**

Applicant hereby releases the NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

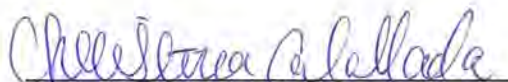


\_\_\_\_\_  
(Applicant Signature)

By: 4600 Group, LLC

Name: William A. Paladino

Title: Manager



\_\_\_\_\_  
(Notary Public)

Sworn to before me this 25 day

[stamp]

of May, 2022

CHRISTINA CARBALLADA  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 11-9-23

**Real Property Tax Benefits (Detailed):**

\*\* This section of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000
\$3,865,893	\$2,000,000	11.214595	1.134320	26.577364

\*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	20%	\$ 4,486	\$ 454	\$ 10,631	\$ 15,571	\$ 77,853	\$ 62,282
2	25%	\$ 5,607	\$ 567	\$ 13,289	\$ 19,463	\$ 77,853	\$ 58,389
3	30%	\$ 6,729	\$ 681	\$ 15,946	\$ 23,356	\$ 77,853	\$ 54,497
4	35%	\$ 7,850	\$ 794	\$ 18,604	\$ 27,248	\$ 77,853	\$ 50,604
5	40%	\$ 8,972	\$ 907	\$ 21,262	\$ 31,141	\$ 77,853	\$ 46,712
6	45%	\$ 10,093	\$ 1,021	\$ 23,920	\$ 35,034	\$ 77,853	\$ 42,819
7	50%	\$ 11,215	\$ 1,134	\$ 26,577	\$ 38,926	\$ 77,853	\$ 38,926
8	55%	\$ 12,336	\$ 1,248	\$ 29,235	\$ 42,819	\$ 77,853	\$ 35,034
9	60%	\$ 13,458	\$ 1,361	\$ 31,893	\$ 46,712	\$ 77,853	\$ 31,141
10	65%	\$ 14,579	\$ 1,475	\$ 34,551	\$ 50,604	\$ 77,853	\$ 27,248
<b>TOTAL</b>		<b>\$ 95,324</b>	<b>\$ 9,642</b>	<b>\$ 225,908</b>	<b>\$ 330,873</b>	<b>\$ 778,526</b>	<b>\$ 447,652</b>

\*Estimates provided are based on current property tax rates and assessment value

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>				
4600 Group, LLC				
Name of Action or Project: The Frontier House				
Project Location (describe, and attach a location map): 460 Center St, Lewiston, NY 14092				
Brief Description of Proposed Action: The Frontier House is located at 460 Center St, on the "Main St" of Lewiston, only an eighth of a mile from the Niagara River. This historic building was built in 1824 and was placed on the National Register of Historic Places on 07/08/1974. The original use for the Frontier House was as an inn for merchants and travelers to the area. We plan to continue this tradition by renovating the property to be used as a short and long-term residential and mixed-use building. The basement and 1st floor area will offer opportunities for boutique retail, office and restaurant space. The rehabilitation will afford tourists the opportunity to stay in this historic building while visiting the Niagara-Lewiston area.				
Name of Applicant or Sponsor: 4600 Group, LLC		Telephone: 716-854-0060		
		E-Mail: TFox@ellicottdevelopment.com		
Address: 295 Main St. Suite 700				
City/PO: Buffalo		State: NY	Zip Code: 14203	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<b>NO</b>	<b>YES</b>
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Village of Lewiston Building Department, Village of Lewiston Historic Preservation Commission and Planning Commission			<b>NO</b>	<b>YES</b>
			<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ .90 acres		
b. Total acreage to be physically disturbed?		_____ 0 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ .90 acres		
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Lake Sturgeon	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES	
	<input type="checkbox"/> NO <input type="checkbox"/> YES		



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
Closed Petroleum Bulk Storage center at 550 Center St. Site No.: 9-514624 _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: 4600 Group, LLC	Date: 5/26/22	
Signature: <i>[Handwritten Signature]</i>		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance.** The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
<u>NCIDA</u>	<u>7/8/22</u>
Name of Lead Agency	Date
<u>S. Lang</u>	<u>EV</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

**8.4**

**CALF**

**DEVELOPMENT**

**ASSOCIATES, LLC**

**PROJECT SUMMARY**  
**CALF Development Associated LLC**



<b>Applicant:</b>	CALF Development Associates, LLC	
<b>Project Location:</b>	5274 Junction Rd. Cambria, NY 14094	
<b>Assistance:</b>	15 Year PILOT Sales Tax Abatement Mortgage Recording Tax Abatement	
<b>Description:</b>	<p>Trek, Inc. has been leasing space at 160 Washburn Street in the City of Lockport since 2014. As operations have grown the existing space has become limiting based on 32,000 square feet of space per floor, meaning the only expansion opportunities are vertical (which is impractical), the small loading dock, an antiquated freight elevator, the column spacing that accompanies older manufacturing facilities and impedes workflow, and limited parking in the area.</p> <p>Now that Advanced Energy has acquired Trek, the company wants to establish a base of production in the northeast, and the Cambria site could potentially be that base. The new 110,000 square foot facility could accommodate existing operations and the short-term growth. Additionally, the site allows for another 100,000 of expansion to accommodate mid to long-range needs. New construction is a requirement, and the Cambria site is the closest and best available option to maintain the existing employment base while allowing the company to grow at a much greater rate.</p> <p>The newly constructed Cambria site would be a light manufacturing and warehouse facility. The manufacturing lines at site include electrostatic detection and measurement solutions for semiconductor, aerospace, automotive, medical, defense, PV solar, test and measurement applications. The site would retain the 205 existing jobs that are currently located in Lockport, while also adding an additional 100 jobs.</p>	
<b>Project Costs:</b>	Property Acquisition	\$ 750,000
	Construction/Improvements	\$ 20,250,000
	Equipment	\$ 3,760,000
	Soft costs	\$ 1,000,000
	TOTAL	\$ 25,760,000
<b>Employment:</b>	Current jobs in Niagara County:	250
	New Jobs in Niagara County within 3 years:	100
	Skills: Management, engineering, selling general and administrative, and manufacturing	
<b>Evaluative Criteria:</b>	Regional Wealth Creation, Workforce, Retention, Research and Development, In Region Purchase	

# Niagara County Industrial Development Agency

## MRB Cost Benefit Calculator



Date: June 23, 2022  
 Project Title: CALF Development Associates, LLC  
 Project Location: 5274 Junction Road, Cambria NY 14094

### Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

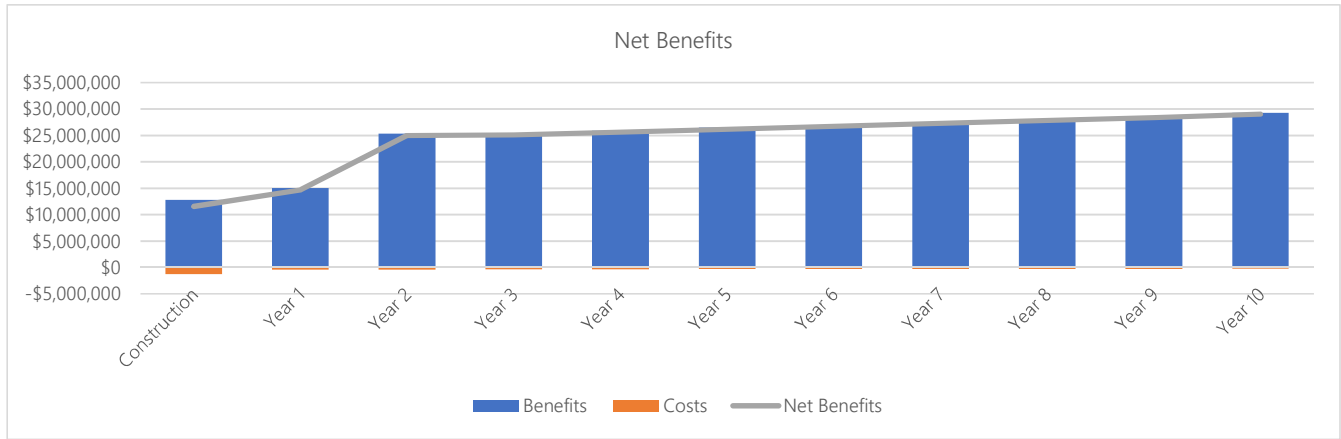
**Project Total Investment**  
 \$25,760,000

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		111	50	161
Earnings		\$9,634,321	\$2,478,007	\$12,112,328
Local Spend		\$23,184,000	\$8,392,753	\$31,576,753

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		305	190	495
Earnings		\$292,827,566	\$95,586,906	\$388,414,472

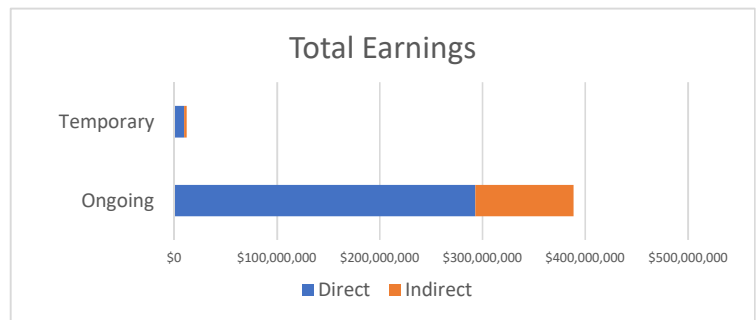
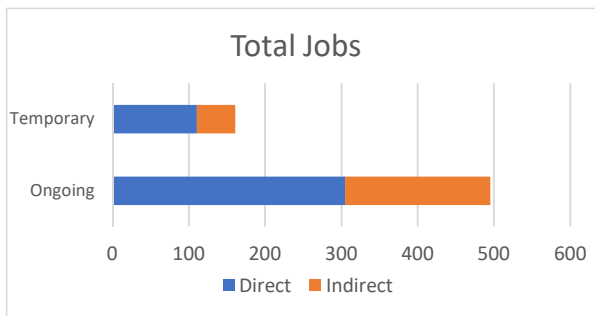
Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$4,284,144	\$3,720,438
Sales Tax Exemption	\$1,110,800	\$1,110,800
Local Sales Tax Exemption	\$555,400	\$555,400
State Sales Tax Exemption	\$555,400	\$555,400
Mortgage Recording Tax Exemption	\$160,200	\$160,200
Local Mortgage Recording Tax Exemption	\$53,400	\$53,400
State Mortgage Recording Tax Exemption	\$106,800	\$106,800
<b>Total Costs</b>	<b>\$5,555,144</b>	<b>\$4,991,438</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$406,160,345</b>	<b>\$346,080,429</b>
<b>To Private Individuals</b>	<b>\$400,526,800</b>	<b>\$341,317,504</b>
Temporary Payroll	\$12,112,328	\$12,112,328
Ongoing Payroll	\$388,414,472	\$329,205,175
Other Payments to Private Individuals	\$0	\$0
<b>To the Public</b>	<b>\$5,633,544</b>	<b>\$4,762,926</b>
Increase in Property Tax Revenue	\$2,829,856	\$2,373,703
Temporary Jobs - Sales Tax Revenue	\$84,786	\$84,786
Ongoing Jobs - Sales Tax Revenue	\$2,718,901	\$2,304,436
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$20,827,394</b>	<b>\$17,748,510</b>
<b>To the Public</b>	<b>\$20,827,394</b>	<b>\$17,748,510</b>
Temporary Income Tax Revenue	\$545,055	\$545,055
Ongoing Income Tax Revenue	\$17,478,651	\$14,814,233
Temporary Jobs - Sales Tax Revenue	\$84,786	\$84,786
Ongoing Jobs - Sales Tax Revenue	\$2,718,901	\$2,304,436
<b>Total Benefits to State &amp; Region</b>	<b>\$426,987,738</b>	<b>\$363,828,939</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$346,080,429	\$4,329,238	80:1
State	\$17,748,510	\$662,200	27:1
<b>Grand Total</b>	<b>\$363,828,939</b>	<b>\$4,991,438</b>	<b>73:1</b>

\*Discounted at 2%

### Additional Comments from IDA

NY State ST-60 \$13,885,000      Additional Revenue: County \$732,546    Town \$178,624    School \$1,944,926

Does the IDA believe that the project can be accomplished in a timely fashion?      Yes

# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

CALF Development Associates, LLC

---

**(Applicant Name)**

6311 Inducon Corporate Drive, Suite One  
Sanborn, New York 14132  
Phone: 716-278-8760 Fax: 716-278-8769  
<http://niagaracountybusiness.com>

Updated April 2022

- I. Subject to the applicable statute, information provided by applicant will be treated as confidential until such time as the Agency takes action on the request. However, in accordance with Article 6 of the Public Officers Law, all records in possession of the Agency are open to public inspection and copy.
- II. The Niagara County Industrial Development Agency has a one thousand dollar (\$1000.00) non-refundable application fee that must accompany the application submission.
- III. At the time of the project closing, project applicant is required to pay certain costs associated with the project. The applicant shall be responsible for the payment of an Agency fee in the amount of one percent (1.00%) of the total value of the project, together with Agency counsel fees as set forth in the Agency fee policy schedule, together with various related costs, including but not limited to public hearing expenses. Upon request, a fee summary will be provided to each applicant.
- IV. One (1) original signed copy of the Application and Environmental Assessment form should be submitted with the Application for Assistance.

*The Niagara County Industrial Development Agency does not discriminate on the basis of race, color, religion, sex, sexual orientation, marital status, age, national origin, disability or status as a disabled or Vietnam Veteran or any other characteristic protected by law.*

6311 Inducon Corporate Drive, Suite One ■ Sanborn, NY 14132-9099 ■ 716-278-8760  
Fax 716-278-8769 ■ [www.niagaracountybusiness.com](http://www.niagaracountybusiness.com)



# NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

## APPLICATION FOR FINANCIAL ASSISTANCE

### I. APPLICANT INFORMATION

Company Name: CALF Development Associates, LLC

Mailing Address: 2721 Transit Road, Suite 114

City/Town/Village & Zip code: Elma, New York 14059

Phone: (716) 674-5050

Website: www.waldenddevelopmentgroup.com

Fed Id. No.: \_\_\_\_\_

Contact Person, and Title: Andrew DeVincentis, Assistant Manager

Email: andy@waldenddevelopmentgroup.com

**Principal Owners/Officers/Directors** (list owners with 15% or more in equity holdings with percentage ownership):

Frank J. Campofelice, Manager; Andrew J. DeVincentis, Assistant Manager; (see attached)

**Corporate Structure** (attach schematic if applicant is a subsidiary or otherwise affiliated with another entity)

#### Form of Entity

#### Corporation

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

#### Partnership

General \_\_\_\_\_ or Limited \_\_\_\_\_

Number of general partners \_\_\_\_\_

If applicable, number of limited partners \_\_\_\_\_

Date of formation \_\_\_\_\_

Jurisdiction of Formation \_\_\_\_\_

#### Limited Liability Company/Partnership (number of members see attached )

Date of organization: June 17, 2022

State of Organization: New York

#### Sole Proprietorship

If a foreign organization, is the applicant authorized to do business in the State of New York?

\_\_\_\_\_

**Applicant's Counsel**

Company Name: Zdarsky, Sawicki & Agostinelli LLP

Contact Person, and Title: Guy J. Agostinelli, Esq., Partner

Mailing Address: 1600 Main Place Tower; 350 Main Street

City/Town/Village & Zip code: Buffalo, New York 14202

Email: gagostinelli@zsa.cc

Phone: (716) 855-3200

Fax No.: (716) 855-3101

**II. PROJECT INFORMATION**

**A)** Project Address: 5274 Junction Road, Cambria, NY 14094

Tax Map Number (SBL) 121.00-2-26  
(Section/Block/Lot)  
SWIS Number 292000  
Located in City of \_\_\_\_\_  
Located in Town of Cambria  
Located in Village of \_\_\_\_\_  
School District of Starpoint

**B)** Current Assessment of Property:

Land \$51,000  
Total \$51,000

**C)** Present legal owner of the site John J. Ohol

If other than from applicant, by what means will the site be acquired for this project?

Property will be acquired by Applicant

**D)** Describe the project:

The project consists of the design, construction and equipping of a building  
containing approximately 110,000 square feet of space for light manufacturing,  
warehousing, distribution and related office uses together with site  
improvements.

1. Project site (land)

**(a)** Indicate approximate size (In acres or square feet) of project site.  
+/- 20.383 acres

**(b)** Indicate the present use of the project site.  
Farm field which was also used as seasonal corn maze

2. Indicate number, size (in square feet) and approximate age of existing buildings on site  
N/A  
\_\_\_\_\_
3. Does the project consist of the construction of a new building or buildings?  
If yes, indicate number and size (in square feet) of new buildings.  
Yes, one new building which would be approximately 110,000 square feet.  
\_\_\_\_\_
4. Does the project consist of additions and/or renovations to existing buildings? If yes, indicate nature of expansion and/or renovation.  
N/A  
\_\_\_\_\_
5. If any space in the project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.  
Advanced Energy Industries, Inc. and/or its affiliates will occupy 100% of the project.  
\_\_\_\_\_
6. List principal items/categories of equipment to be acquired as part of the project.  
Office equipment, furniture, and production equipment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Has construction work on this project begun?  
No.  
\_\_\_\_\_

**E) Inter-Municipal Move Determination**

Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another?

Yes or  No

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York?

Yes or  No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York?

Yes or  No

If Yes to any of the questions above, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

See Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations.

III. **SOURCES & USES OF FUNDS**

A) Estimated Project Costs:

Property Acquisition	\$	750,000
Construction (Improvements)	\$	20,250,000
Equipment Purchases/Fixtures/Furnishings	\$	3,760,000
Soft costs (i.e. engineering, architectural)	\$	1,000,000
Other (describe)	\$	
TOTAL USES OF FUNDS	\$	25,760,000

B) Sources of Funds for Project Costs (*Must match above Total Uses of Funds*):

Bank Financing	\$	17,600,000
Equity	\$	4,400,000
Grants/Tax Credits	\$	3,760,000
Taxable or Tax Exempt Bond	\$	
Other	\$	
TOTAL SOURCES OF FUNDS	\$	25,760,000

C) Identify each state and federal grant/credit:

Empire State Development - Excelsior Credits	\$	3,026,000
NYS Office of Community Renewal - CDBG Grant	\$	734,000
	\$	
	\$	
TOTAL PUBLIC FUNDS	\$	3,760,000

**IV. FINANCIAL ASSISTANCE REQUESTED**

**A.) Benefits Requested:**

- Sales Tax Exemption
  Mortgage Recording Tax Exemption  
 Real Property Tax Abatement (PILOT)

**B.) Value of Incentives:**

Property Tax Exemption (To be estimated by NCIDA Staff. See Page 14)

Estimated duration of Property Tax exemption: 15 year

Sales and Use Tax

Estimated value of Sales Tax exemption for facility construction: \$ 810,000

Estimated value of Sales Tax exemption for fixtures and equipment: \$ 300,800

Estimated duration of Sales Tax exemption: 1 year

Mortgage Recording Tax Exemption Benefit

Estimated value of Mortgage Recording Tax exemption: \$ 160,200

**C.) Financial Assistance Determination:**

If financial incentives are not provided by NCIDA, is the project financially viable?

Yes or  No

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

See Attached

**V. EMPLOYMENT PLAN**

	# of Retained Jobs	Retained Jobs Average Annual Salary	# of Created Jobs <i>(3 yrs after project completion)</i>	Created Jobs Average Annual Salary
Full Time	205	\$ 52,000	100	\$ 59,000
Part time	0	\$ 0		
<b>TOTAL FTEs</b>	205	\$ 52,000	100	\$ 59,000

Annual Salary Range of Jobs to be Created: \$ 45,000 to \$ 125,000

**Category of Jobs to be Retained and Created:**

Job Categories (ie. Management, Administrative, Production, etc.) Management, Engineering, Selling General & Administrative, and Manufacturing

**Niagara County Industrial Development Agency  
Application for Financial Assistance  
CALF Development Associates, LLC and Advanced Energy  
Supplemental Narrative**

IV PROJECT INFORMATION

E.) Inter-Municipal Move Determination

Trek, Inc. has been leasing space at 160 Washburn Street in the City of Lockport since 2014. As operations have grown the existing space has become limiting based on 32,000 square feet of space per floor, meaning the only expansion opportunities are vertical (which is impractical), the small loading dock, an antiquated freight elevator, the column spacing that accompanies older manufacturing facilities and impedes workflow, and limited parking in the area.

Now that Advanced Energy has acquired Trek, the company wants to establish a base of production in the northeast, and the Cambria site could potentially be that base. The new 110,000 square foot facility could accommodate existing operations and the short-term growth. Additionally, the site allows for another 100,000 of expansion to accommodate mid to long-range needs. New construction is a requirement, and the Cambria site is the closest and best available option to maintain the existing employment base while allowing the company to grow at a much greater rate.

IV FINANCIAL ASSISTANCE REQUESTED

C.) Financial Assistance Determination

While Advanced Energy could support the lease, associated property tax payments, and sales tax expense of locating in Cambria, the decision to stay in Niagara County would be at a competitive disadvantage without IDA assistance. Advanced Energy is relocating production out of the City of Lockport no matter what, and is choosing between 4 options:

- 1) the Cambria site
- 2) a site in Erie County
- 3) Fort Collins, Colorado near AE's corporate headquarters
- 4) Malaysia, near existing Asian operations

The company's preference is to grow a Northeast production presence and would like to retain all of its existing employees, so Cambria is the top choice, however the project has to make financial sense and stack up at least reasonably well against the other options. As a result, IDA assistance can tip the decision.

**VI. REPRESENTATIONS BY THE APPLICANT**

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300)("JTPA") in which the project is located.
  
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the proposed project.
  
- C. Compliance with Section 224-a(8)(a) of N.Y Labor Law. The applicant acknowledges receipt of notice from the Agency pursuant to Section 224-a(8)(d) of the New York Labor Law that the estimated mortgage recording tax exemption benefit amount, the estimated sales and use tax exemption benefit amount, and the estimated real property tax abatement benefit amount as so identified within this Application are "public funds" and not otherwise excluded under Section 224-a(3) of the New York Labor Law. You further acknowledge and understand that you have certain obligations as related thereto pursuant to Section 224-a(8)(a) of the New York Labor.
  
- D. Annual Sales Tax Filings: In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
  
- E. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.

- F. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:
- § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- G. Compliance with Applicable Laws: The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- I. Recapture: Should the Applicant not expend or hire as presented, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as herein described.

The Applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.



STATE OF NEW YORK )  
COUNTY OF ) ss.:

Andrew J. DeVincentis, being first duly sworn, deposes and says:

1. That I am the Assistant Manager (Corporate Office) of CALF Development Associates, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.



(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury  
this 24<sup>th</sup> day of June, 2021.



(Notary Public)

**MICHAEL A. MYZKA**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 01MY6258433**  
**Qualified in Erie County**  
**My Commission Expires March 26, 2016**

This Application should be submitted to the Niagara County Industrial Development Agency, 6311 Inducon Corporate Drive, Suite One, Sanborn, New York 14132.

Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.

**HOLD HARMLESS AGREEMENT**

Applicant hereby releases the NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.



\_\_\_\_\_  
(Applicant Signature)

By: \_\_\_\_\_

Name: Andrew J. DeVincentis

Title: Assistant Manager



\_\_\_\_\_  
(Notary Public)

Sworn to before me this 21<sup>st</sup> day

[stamp]

of June, 2021

MICHAEL A. MYSZKA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MY6258433  
Qualified in Erie County  
My Commission Expires March 26, 2024

**Real Property Tax Benefits (Detailed):**

\*\* This section of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000
\$20,250,000	\$16,000,000	7.630685	1.860662	20.259651

\*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1	20%	\$ 24,418	\$ 5,954	\$ 64,831	\$ 95,203	\$ 476,016	\$ 380,813
2	20%	\$ 24,418	\$ 5,954	\$ 64,831	\$ 95,203	\$ 476,016	\$ 380,813
3	30%	\$ 36,627	\$ 8,931	\$ 97,246	\$ 142,805	\$ 476,016	\$ 333,211
4	30%	\$ 36,627	\$ 8,931	\$ 97,246	\$ 142,805	\$ 476,016	\$ 333,211
5	40%	\$ 48,836	\$ 11,908	\$ 129,662	\$ 190,406	\$ 476,016	\$ 285,610
6	40%	\$ 48,836	\$ 11,908	\$ 129,662	\$ 190,406	\$ 476,016	\$ 285,610
7	40%	\$ 48,836	\$ 11,908	\$ 129,662	\$ 190,406	\$ 476,016	\$ 285,610
8	40%	\$ 48,836	\$ 11,908	\$ 129,662	\$ 190,406	\$ 476,016	\$ 285,610
9	40%	\$ 48,836	\$ 11,908	\$ 129,662	\$ 190,406	\$ 476,016	\$ 285,610
10	50%	\$ 61,045	\$ 14,885	\$ 162,077	\$ 238,008	\$ 476,016	\$ 238,008
11	50%	\$ 61,045	\$ 14,885	\$ 162,077	\$ 238,008	\$ 476,016	\$ 238,008
12	50%	\$ 61,045	\$ 14,885	\$ 162,077	\$ 238,008	\$ 476,016	\$ 238,008
13	50%	\$ 61,045	\$ 14,885	\$ 162,077	\$ 238,008	\$ 476,016	\$ 238,008
14	50%	\$ 61,045	\$ 14,885	\$ 162,077	\$ 238,008	\$ 476,016	\$ 238,008
15	50%	\$ 61,045	\$ 14,885	\$ 162,077	\$ 238,008	\$ 476,016	\$ 238,008
<b>TOTAL</b>		<b>\$ 732,546</b>	<b>\$ 178,624</b>	<b>\$ 1,944,926</b>	<b>\$ 2,856,096</b>	<b>\$ 7,140,240</b>	<b>\$ 4,284,144</b>

\*Estimates provided are based on current property tax rates and assessment value

**617.20**  
**Appendix B**  
**Short Environmental Assessment Form**

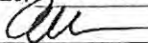
**Instructions for Completing**

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: CALF Development Associates, LLC/Advanced Energy Industries, Inc.			
Project Location (describe, and attach a location map): 5274 Junction Road, Cambria, NY 14094			
Brief Description of Proposed Action: New Construction of a building containing approximately 110,000 square feet of space to be used for light manufacturing, warehousing, distribution and office uses together with related site improvements.			
Name of Applicant or Sponsor: Andrew DeVincentis		Telephone: 716-674-5050	
		E-Mail: andy@waldendevdevelopmentgroup.com	
Address: 2721 Transit Road Suite 114			
City/PO: Elma		State: NY	Zip Code: 14059
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		<b>NO</b>	<b>YES</b>
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Town of Cambria for Planning Board approval and site/building permit.		<b>NO</b>	<b>YES</b>
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 20.383 acres	
b. Total acreage to be physically disturbed?		_____ approx 17 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 20.383 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____ The project is planned to be on a sand filled septic system.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: Andrew DeVincentis	Date: 06/24/22	
Signature: 		

**Part 2 - Impact Assessment.** The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part 3 - Determination of significance.** The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT**

**8.5**

**COVID RELIEF**

**FOR SMALL**

**BUSINESS GRANT**



---

**the Harrison Studio**  
160 Washburn Street, Suite 200  
P.O. Box 473  
Lockport, New York 14095  
Tel: (716) 462-6600  
Fax: (716) 201-1738

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## Memorandum

To: Susan Barone  
From: Mike Thomas  
Date: July 7, 2022  
Re: COVID Relief for Small Business Grant Fund Application – Hydraulic Race Co., Inc.

---

### Applicant

Company: Hydraulic Race Co., Inc.  
Owners: Clarence Burkwit (100%)

### Eligibility

Location: 5 Gooding Street, Lockport, NY 14094  
For-profit: Yes  
Pre-COVID: Operating  
Current: Operating  
Distress: The company experienced a 75% drop in revenue from 2019 to 2020 due to the effects of Covid-19.  
L/M Micro: N  
L/M Jobs: The company will create at least 1 FTE related to the operation of the zip line that will be made available to LMI persons, as per the job description provided.

### Use of Funds

Funds will be primarily used for working capital and equipment, a significant portion of which will go towards signage that will improve visibility and be helpful from a marketing standpoint.

### Credit Summary

A D&B report was obtained for the company. There was not enough available data for a delinquency rating to be determined. No adverse items were reported.

---

## CDBG Underwriting

**Project Costs** – Applicant will use grant funds towards working capital and equipment purchases, with all costs to be incurred prior to November 8, 2022. Documentation of business-related costs will be required prior to disbursement and must be eligible and reasonable.

**Commitment of Other Sources of Funds** – None required.

**No Substitution of CDBG Funds for Non-Federal Funds** – There are no other non-federal grant sources available to assist in post-COVID business restoration costs.

**Financial Feasibility** – The business was severely affected by Covid-19 during 2020, losing 75% of their revenue and showing a significant decrease in profitability. Their 2021 results were encouraging, with the business increasing revenue beyond their 2019 numbers and reporting breakeven performance inclusive of \$59k in depreciation, meaning they were cash flow positive during the year. The proposed project will help the company from a marketing and visibility standpoint, and they believe the zipline portion of the business can help them diversify their revenue streams and enhance stability moving forward. It's noted that the company reports approximately \$1MM in debt, which is highly leveraged for a company this size. However, it appears that the majority of the debt has been injected into the company by ownership, management, and their family members.

**Reasonable Return on Equity** – There is nothing in the company's historical operating performance that suggests that the proposed grant would produce an unreasonable return on equity or result in profitability substantially in excess of industry standards.

**Pro Rata Disbursement of CDBG Funds** – Documentation of all project expenditures will be required prior to the disbursement of CDBG funds.

## Connection to Coronavirus

Per Niagara County's application to the CDBG-CV program, the proposed project meets the following program goals:

- Assist a business that experienced restricted operations and a significant drop in sales due to the COVID-19 pandemic.

Ownership believes that highly visible signage and the unique ziplines attraction will help bring customers back who were lost during the pandemic.

## Recommendation

Applicant can be conditionally approved for a grant of up to \$50,000 based upon the creation of at least 1 FTE that will be made available to LMI persons.

**8.6**

**CONFERENCE  
ROOM  
TECHNOLOGY  
UPGRADE**

Video conferencing, Video Streaming Video Capture and  
Interactive Training Technologies

This Custom Design and Proposal Has Been Prepared For:

## NCIDA

### Large Meeting Room

6/9/2022

**Client Information**

Phone Number: **Andrea Klyczek**  
716-278-8750  
Phone Extension:  
Mobile Number:  
Fax Number:  
Email Address:  
Street Address: 6311 Inducon Corporate Dr  
Suite One  
City: Sanborn  
State: NY  
Zip Code: 14132  
Office Location:  
Tax Status: TaxExempt

**Your Capstream Sales Representative**

Kevin McWhite  
Phone: (716) 207-8250  
[kmcwhite@capstreamtech.com](mailto:kmcwhite@capstreamtech.com)

**Your Capstream Design Engineer**

Brian Perkins  
Phone: (716) 945-7100 X-103  
[bperkins@capstreamtech.com](mailto:bperkins@capstreamtech.com)

All Quotes Are Valid For 30 Days From Date shown above

### **Project Description and System Features**

This project will include the design and installation of an updated large meeting room presentation system.

This Meeting Room will utilize a new 123" diagonal ceiling recessed screen as well as a new 6000 lumen WUXGA laser projector. The system will include VoIP Teleconferencing and Video Conferencing capabilities utilizing a rear wall 1080P Pan Tilt Zoom Camera, a static front wall webcam and a Beam Forming Ceiling Microphone Array system. A digital sound processor will be used to send and receive audio from local presentation and the microphone array and route the audio sources to the correct locations. A 7" Touch Panel control system will be installed giving the end user presentation and display control as well as dialing control for teleconference calls. The Pan Tilt Zoom camera will be controlled by the touch panel. A Resident PC, supplied by the client, will be installed within the equipment podium and receive audio and video from the system for cloud based video conferencing purposes as well as local presentation. A wireless BYOD presentation gateway POD will connect and present wirelessly for up to four users simultaneously.

### **Client Will Provide**

Power at the podium location in the large meeting room. Resident PC for the podium.

## Video conferencing, Video Streaming Video Capture and Interactive Training Technologies

Quote		
<b>Large Meeting Room</b>	\$	28,642.33
<b>Total Equipment Cost</b>	\$	28,642.33
<b>Design, Engineering, Drawings</b>	\$	287.00
<b>System Programming</b>	\$	1,840.00
<b>Installation Labor</b>	\$	4,320.00
<b>Miscellaneous Material &amp; Project Consumables</b>	\$	573.00
<b>Total Equipment &amp; Installation</b>	\$	35,662.33
<b>Shipping</b>	\$	716.00
<b>Sub-Total</b>	\$	36,378.33
<b>NYS Sales Tax</b>	\$	-
<b>Total Offering Price</b>	\$	<b>36,378.33</b>

Terms And Conditions		
<b>Deposit Amount Invoiced With Purchase Order</b>	<b>40%</b>	\$14,551.33
<b>Total Amount Invoiced With System Delivery</b>	<b>50%</b>	\$18,189.17
<b>Total Amount Invoiced With System Completion</b>	<b>10%</b>	\$3,637.83
<b>Total Invoiced Amount</b>		<b>\$36,378.33</b>

Warranty and Exclusions		
<p>EXTENDED SERVICE PLANS ARE AVAILABLE ON A YEARLY BASIS FOR ANY SYSTEM INSTALLED BY CAPSTREAM TECHNOLOGIES. THIS EXTENDED SERVICE PLAN INCLUDES SERVICE LABOR ONLY AND BEGINS AT THE END OF THE STANDARD INSTALLATION WARRANTY PERIOD OF 1 YEAR. ELECTRONICS AND ANY MATERIALS USED IN THE INSTALLATION ARE MAINTAINED BY THE MANUFACTURER'S WARRANTY. THE COST OF THIS PLAN WILL BE 10% OF THE TOTAL SYSTEM COST PER EACH ADDITIONAL YEAR OF SERVICE REQUESTED</p>		
<p>ALL IDEAS, DESIGNS, AND PLANS REPRESENTED BY OR CONNECTED TO THIS PROPOSAL ARE OWNED BY AND ARE THE PROPERTY OF CAPSTREAM TECHNOLOGIES. THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIC PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY OTHER PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF CAPSTREAM TECHNOLOGIES.</p>		
<p>Services provided by Capstream Technologies pursuant to this Quotation do not include: Electrical work external to the equipment or accessories furnished by Capstream Technologies. This includes, but is not limited to, the installation of any power circuits or electrical conduits or raceways. Structural modifications required for the proper and safe mounting and/or installation of any equipment or accessories furnished by Capstream Technologies. If applicable, the customer will be provided with a copy of the source code for all automation systems. Capstream provides equipment and full turn-key solutions which are guaranteed to function as specified. All systems include a one year warranty from Capstream. This warranty begins on the system turn-over date and includes: Unlimited telephone support Remote diagnostics (network addressable systems only) One (1) on-site service call for programming modifications (if applicable / required) Repair / replacement of any defective components (parts and labor) Extended warranty and support contracts are available at additional cost. The period of coverage for all warranty and support services is Monday through Friday, 8:30AM to 5:00PM. Damage due to customer negligence or misuse is not covered by the warranty. Additional exclusions may apply. Complete warranty information is available by request.</p>		

Video conferencing, Video Streaming Video Capture and  
Interactive Training Technologies

Large Meeting Room	Quantity	Each	Extended	Total
123" Diagonal Ceiling Electric Recessed Presentation Screen	1	\$4,103.84	\$4,103.84	
6000 Lumen, 20000 Hour WUXGA Laser Projector	1	\$4,426.67	\$4,426.67	
Digital Sound Processor with VOIP, Dante and USB Audio	1	\$3,133.33	\$3,133.33	
2'x2' Ceiling Beamforming Mic Array	2	\$3,900.00	\$7,800.00	
4K USB Webcam	1	\$384.00	\$384.00	
1080P Pan Tilt Zoom Camera	1	\$1,319.00	\$1,319.00	
Wall Mount for Camera	1	\$142.00	\$142.00	
Digital Media Presentation System	1	\$2,933.33	\$2,933.33	
7" Table Top Touch Panel	1	\$1,466.67	\$1,466.67	
Digital Media Room Box Controller	1	\$660.00	\$660.00	
Control Expansion Bus Module	1	\$220.00	\$220.00	
POE Network Switch	1	\$166.67	\$166.67	
USB over Cat6 TX/ RX Kits	2	\$133.33	\$266.67	
18" Gooseneck Mic for Lectern	1	\$232.00	\$232.00	
Wireless Presentation Gateway, 4 User, 2 Year Maintenance Contract	1	\$1,364.17	\$1,364.17	
Power Supply for Wireless Gateway	1	\$23.99	\$23.99	

\$ 28,642.33



**Customer Name:** NIAGARA COUNTY  
**Quote No:** 22724162  
**Quote Name:** 112355 - IDA Video Room  
**Quotation Date:** 10/28/2021

**Sales Support Contact:** JAKE GIUDICE  
**Sales Support Phone:** 585-333-8164  
**Sales Support Email:** JAKE.GIUDICE@EPLUS.CO  
M

**Customer PO No:**  
**Order No:**  
**Expiration Date:** 11/27/2021

**Account Executive:** Whit Sprague  
**Account Executive Phone:**  
**Account Executive Email:** Whit.Sprague@eplus.com

**External Notes:** NYS Contracts Referenced: Cisco PM20800 | Crestron PC67436

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
Audio Systems Option						
001	CORE-8-FLEX	QSC	AUDIO DSP	1	1,875.00	1,875.00
002	RMC4	CRESTRON	ROOM MEDIA CONTROLLER	1	625.00	625.00
003	TS-770-B-S	CRESTRON	7IN TABLETOP TOUCH SCREEN, BLACK SMOOTH	1	1,250.00	1,250.00
004	509178	SENNHEISER	TEAMCONNECT CEILING 2 MICROPHONE KIT. INCLUDES (1) TEAMCONNECT CEILING 2 MICROPH	2	3,656.25	7,312.50
005	508291	SENNHEISER	CEILING MIC SUSPENSION KIT	2	115.00	230.00
006	AMS-1208P	VADDIO	AV SERIES 12-PT/8 POE+ GBE MNGD SWITCH	1	365.95	365.95
007	AMP-X300	CRESTRON	X SERIES AMPLIFIER	1	500.00	500.00
008	FAP42TC	ATLAS SOUND	SPEAKERS 70 VOLT AUD	3	216.25	648.75
009	I/O-USB-BRIDGE	QSC	Q-SYS POE BRIDGING ENDPOINT FOR AV-TO-USB BRIDGING. DELIVERS DRIVERLESS USB 2.0 CONNECTION. INCLUDES DUAL LAN CONNECTION	1	1,436.25	1,436.25
010	MATCOST	EPLUS-CONFIG	MATERIALS USED IN INSTALLATION	1	441.70	441.70
011	SERVICES-AV	EPLUS-CONFIG	SYSTEM INSTALLATION SERVICES	1	5,996.25	5,996.25
Audio Systems Option					Sub-Total (USD)	20,681.40
Video Systems Option						
012	CS-KITPLUS-K9	CISCO	SPARK KIT PLUS CODEC PLUS QUAD CAM TCH	1	9,074.83	9,074.83
013	CON-ECDN-CSKITPLU	CISCO	ESS 8X5XNBD SPARK KIT + CODEC + QUAD CAM	1	1,473.24	1,473.24
014	CS-CAM-PTZ4K=	CISCO	PAN-TILT-ZOOM 4K 12X CAMERA	1	5,453.96	5,453.96
015	CS-PTZ4K-BRKT=	CISCO	BRACKET FOR MOUNTING OF PTZ 4K CAMERA	1	152.60	152.60
016	CON-ECDN-CSCAMZTP	CISCO	ESS WITH 8X5XNBD PTZ 4K CAMERA	1	805.79	805.79

017	PWR-CORD-USA-B=	CISCO	2M PWR CORD 10A UNITED STATES OF AMERICA	1	31.24	31.24
018	PSU-12VDC-40W2=	CISCO	P/S 12V DC 40W	1	117.62	117.62
019	HD-MD-400-C-E-KIT	CRESTRON	DM LITE HD SCALING AUTO-SWITCHER AND HDMI OVER CATX EXTERNDER 400	1	910.00	910.00
020	HD-RX-101-C-E	CRESTRON	HDMI OVER CATX RECEIVER, WALL PLATE, BLACK TEXTURED	4	206.25	825.00
021	HD-TX-101-C-E	CRESTRON	DM LITE HDMI OVER CATX TRANSMITTER, SURFACE MOUNT	4	206.25	825.00
022	XTM1U	CHIEF	MICRO ADJUST TILT WM X LARGE	2	300.00	600.00
023	QM75R-A	SAMSUNG	75IN TEMP COMMERCIAL 4K UHD LED LCD DISPLAY 500 NIT NO HDMI OUT	2	3,748.72	7,497.44
024	R9861510NA	BARCO	CS-100 SET	1	875.00	875.00
025	MATCOST	EPLUS-CONFIG	MATERIALS USED IN INSTALLATION	1	608.63	608.63
026	SERVICES-AV	EPLUS-CONFIG	SYSTEM INSTALLATION SERVICES	1	5,183.75	5,183.75

Video Systems Option Sub-Total (USD) 34,434.10

**Totals** 55,115.50

	<b>Sub Total (USD):</b>	<b>55,115.50</b>
	<b>Est. Tax (USD):</b>	<b>TBD if Applicable</b>
	<b>Freight (USD):</b>	<b>TBD</b>
	<b>Total (USD):</b>	<b>55,115.50</b>

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at [www.ePlus.com](http://www.ePlus.com) govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

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<p><b>Customer Acceptance</b></p> <p>Signature: _____</p> <p>Name: _____</p>	<p><b>Bill To</b></p> <p>NIAGARA COUNTY</p> <p>59 PARK AVE</p>	<p><b>Ship To</b></p> <p>NIAGARA COUNTY</p> <p>59 PARK AVE</p>
--	--	--



Title: _____	LOCKPORT NY 14094	LOCKPORT NY 14094-2758
Date: _____	UNITED STATES	UNITED STATES
Customer PO #: _____	ATTN: ACCOUNTS PAYABLE	William Flynn



**BOARDROOM**

RFP Response – TECHNICAL PROPOSAL



---

PROJECT PROPOSAL  
July 6, 2022

<b>Company Name:</b>	Niagara County Center for Economic Development	<b>Diversified Quote Title:</b>	Boardroom
<b>Company Address:</b>	6311 Inducon Corporate Drive Sanborn, NY 14132	<b>Quote Number:</b>	QUO-57305-S7X7W6 - 0
<b>Project Address:</b>	6311 Inducon Corporate Drive Sanborn, NY 14132	<b>Diversified Account Manager:</b>	Garry Krause CTS 716-695-9382 gkrause@diversifiedus.com
<b>Client Company Contact:</b>	Julie Lamoreaux	<b>Composed By:</b>	Garry Krause, CTS Chris DelGuidice, DMC-E, MTA, CTS-I
<b>Date of Issuance:</b>	July 6, 2022	<b>Diversified Delivery Office:</b>	Advanced Visual Environment - Buffalo

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## COVER LETTER

July 6, 2022

Julie Lamoreaux  
Niagara County Center for Economic Development  
6311 Inducon Corporate Drive 14132  
Sanborn, NY 14132

Subject: Boardroom

Dear Julie,

Thank you for considering Diversified as the implementation partner for your Boardroom Upgrade Project.

This document contains our response supplying our recommendation based on our conversation

Diversified believes that it is uniquely qualified as a partner for this project based on the following attributes:

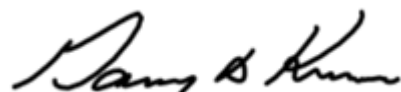
- Diversified has for the last 21 years been NCCED resource for design, installation, service and maintenance for the existing systems.
- The quantity and quality of full-time design, engineering, installation and client support resources

Our partnership with our equipment manufacturers as evidenced by the fact that we hold the highest certifications available for each product we included in our design.

- Our commitment to highly trained teams; results in our maintaining AVIXA APEX credentials, complimented by Project Management Institute (PMI) project management staffing.
- The commitment we make to each of our clients to provide reliable and easy to use audio visual/conferencing technologies solution sets.

Diversified is a team of people driven to succeed in their effort to deliver outstanding results and hopes to continue our relationship with NCCED.

Sincerely,



Garry Krause  
716-695-9382 (M)  
[gkrause@diversifiedus.com](mailto:gkrause@diversifiedus.com)

## SCOPE OF WORK

### PROJECT INFORMATION

CUSTOMER: Niagara County Center for Economic Development  
PROJECT: Boardroom Upgrade  
PROJECT TYPE: Audio, Video & Conferencing Upgrade  
PROJECT LOCATION: Sanborn, NY  
PROJECT#: QUO-57305-S7X7W6

### SCOPE OF SERVICES

#### OVERVIEW

Diversified has reviewed all documentation provided and communication with the Customer to provide a response that best meets the project specifications and requirements. The system re-design is based upon Diversified as-built drawings and discussion with the customer. The Boardroom is a large room of approximately 25'x40' that currently has basic presentation and conferencing capabilities. The proposed system will provide an enhanced audioconferencing and videoconferencing system that covers the room from either the provided Logitech compute PC or a client/customer laptop at the podium. The enhancements will also provide multiple cameras in the room to create a more interactive video conference environment. Some components in this room will remain, albeit minimal, and be supplemented with additional hardware to create a fully functional audio and video conference Room. Control for the room will use a new room touch panel. Diversified has provided general clarifications, inclusions, exclusions, and assumptions that reflect understanding of the project and responsibilities of Diversified, Niagara County Center for Economic Development (Customer), and other 3rd parties such as the General Contractor or Electrical Contractor. Pricing has been provided as a cost under the assumption that all installation work shall be performed at the same time to keep things efficient.

### BOARDROOM UPGRADE

#### VIDEO DISPLAY SYSTEM

Diversified will provide a video display system based on one wall-mounted, 85" LED LCD monitor. The monitor will be capable of displaying content at a native resolution of 3840x2160 (UHD/4K). Diversified will utilize an adjustable-tilt mount to allow for servicing of equipment but deter unauthorized access to equipment behind the monitor. Power, pathways and wall reinforcement for the monitor and mount will be required and will be the responsibility of the General Contractor. Removal of the existing display, projector and interactive board by others. On the podium Diversified will also install a small confidence monitor on a swing-arm mount. Power and pathways will be required and will be the responsibility of the General Contractor.



QM85R - Slim Direct-Lit 4K  
UHD LED Display for Business

Samsung's QMR Series provides 4K UHD non-glare picture quality with up to a billion colors for crystal clear, lifelike color and exceptional detail. With an elegant, slim design and a clean cable management solution, these displays are easy to install into any type of environment. Plus, Samsung's SMART Signage Platform 6.0 and embedded MagicINFO Player S6 media player allow for easy content management and playback, without the need for an external set-back box or PC.

- Slim, easy-to-install 4K UHD non-glare display with Dynamic Crystal Color for crystal clear, lifelike color
- Fully compatible with Cisco WebEx® Room Kit products to provide the ultimate conferencing solution
- Intelligent UHD upscaling enhances your standard and high definition content to the best possible picture quality
- All-in-one digital signage solution featuring an integrated media player and System-on-Chip (SoC) technology



## CHIEF XTM1U X-Large FUSION™ Micro-Adjustable Tilt Wall Mount

**Features**

- ControlZone Leveling for post-installation fine tuning of height and leveling
- Centris low-profile tilt uses the center of gravity to balance the screen while maintaining a low profile
- Centerless Shift provides up to 23.5" (597 mm) of post-installation lateral shift - 11.75" (298 mm) left/right of uprights - for limitless centering
- ClickConnect offers an audible click when the screen safely engages with the mount
- Built-in cable stand provides easy access under the screen
- A full line of accessories can be installed with the mount and the entire unit can be adjusted together
- Ships with a custom hardware kit



## CHIEF Proximity® Component Storage Slide-Lock Panel CSSLP15X10

**Key Features**

- CSSLP15x10 supports a range of small devices and components on a 9.85" x 15.86" (25 x 40 cm) mounting plate footprint
- Facilitate offsite integration and service with removable Lever Lock™ panel
- Compatible with Middle Atlantic Forward® small device mounting clips and cable management
- Plastic removable rivet included to secure the Lever Lock™ plate to the Slide-Lock Panel
- Simple push-to-open operation to extend and retract slide-lock panel behind displays
- Ultimate storage flexibility!
- Mounting options in portrait or landscape
- Install to the left, right or below display
- Attach to wall or Fusion mounts



## QSC NV Series (NV-32-H) Network Video Endpoint for the Q-SYS Ecosystem

- **Streamlined video streaming integration for the Q-SYS Ecosystem:** Enables native HDMI and audio distribution without additional control processors, bridges or complicated programming.
- **Native integration and control:** Simplifies setup, configuration, and firmware management and eliminates the need for advanced programming knowledge.
- **Unique flexibility and interoperability in a single device:** The NV-32-H is software-defined as either an encoder or decoder inside Q-SYS Designer Software, and offers I/O capabilities that provide maximum design flexibility with less hardware.
- **Network optimized compression scheme:** Q-SYS Shift™ video compression codec dynamically adjusts network bandwidth consumption based on video content, affording massive network savings for common meeting room content without compromising on full-motion video content.
- **Simultaneous streaming:** With 3x HDMI inputs and 2x HDMI outputs, the NV-32-H enables emerging room design scenarios, such as simultaneous 1080p60 streaming for dual-monitor rooms, with a single device. It also enables soft codec applications that support dual video output.



### VIDEO COLLABORATION SYSTEM

Diversified will provide a Microsoft Teams Room (MTR) collaboration system based on the Logitech Tap Microsoft Teams Room (MTR) bundle. The system will include one tabletop 10" touch panel, cable extension kits, two wall-mounted cameras, two ceiling microphone arrays and one UC (Unified Communications) engine. The UC engine contains a mini PC running specialized software for Microsoft Teams. The Customer will be responsible for creating a Teams account (requires Microsoft Teams Room License) and providing the registration information to Diversified prior to system configuration. The touch panel will provide a consistent experience via intuitive Microsoft Teams user interface (UI). The UI will display all upcoming meetings so that any user will be able to walk into the room and join a scheduled Teams meeting in one press via "Join" button. Additionally, users can share content locally and/or during a Teams meeting via "Present" button. If a Teams meeting was not previously scheduled, the user can create one via "Meet Now" button. Lastly, the user can make an outbound audio call via "Dial Pad" button (the Customer will be responsible for ensuring PSTN dialing is enabled as part of the Microsoft Teams deployment).

## logitech TAPMSTBASEINT

Add a conference camera and audio to this Microsoft Teams Rooms kit with Logitech Tap and Intel NUC mini PC. Pre-configured for MS Teams Rooms, this kit also includes a Logitech PC Mount with cable retention for secure installation and cable management. The 10.1" Logitech Tap touch controller features commercial-grade cabling with internal cable retention, one-touch join, wired HDMI and wireless Direct Share content sharing, and center-of-room touch control for a consistent user experience that's always ready for the next meeting.

- Logitech Tap offers touch control that's always ready for the next meeting, featuring a generous 10.1" touch screen, a range of optional mounts, and commercial-grade cabling with robust cable retention.
- Pre-configured for quick deployment, the Teams-certified Intel NUC mini PC provides outstanding performance in a compact form factor.
- To keep connections tight, Tap features a comprehensive strain relief and retention system, hidden entirely within its enclosure.
- The included Cat5e Kit with 10 meters of cable offers the flexibility to locate Tap nearly anywhere in meeting rooms and allows customers to supply their own cabling for runs of up to 40 meters in total length.
- Logitech PC Mount makes it easy to install a mini PC under a table, in a credenza, or behind a display. A robust cable retention bracket to keep connections tight.
- Includes access to Logitech JumpStart resources (90 days) to support initial configuration and integration of Microsoft Teams Rooms.
- Monitor and manage your meeting room devices from the Teams Admin Center. Plus, get business insights into how your rooms are being used with Logitech Sync.



### THIRD-PARTY MEETING SUPPORT FROM TEAMS ROOM

The Microsoft Teams Room (MTR) solution supports a one-touch experience for joining third-party online meetings, also referred to as Direct Guest Join. When enabled, the user can join meetings hosted by Cisco WebEx and Zoom just as easily as joining meetings hosted by Microsoft Teams. To enable this feature, additional configuration of the Microsoft Teams administration portal will be required by the Customer's O365 Admin. This will include enabling the MTR device's calendar processing rules for the corresponding Exchange server.

### WIRELESS PRESENTATION

The Customer will be able to share content wirelessly via Teams application running on their device by joining the Teams meeting and sharing content from their personal device as needed.

### WIRED PRESENTATION

Alternatively, Diversified will provide one connection at the podium as the secondary method for the Customer to present from laptops and/or other devices. The Logitech Tap located on the table features a convenient HDMI connection directly from the tabletop touch panel so additional extenders and cabling are not required. When the Customer connects a laptop or other device to the HDMI cable, the system will automatically start sharing the content locally and on a Teams call. Diversified can also provide a digital adapter ring that will include HDMI adapters for devices with DisplayPort, Mini-DisplayPort, or USB-C outputs. The ring will clamp onto the HDMI cable for use as needed.

### BRING YOUR OWN DEVICE (WEB CONFERENCING)

If users prefer to host their own or are invited to a web conference with alternate applications such as GoToMeeting, Google Meet, etc., the proposed system will transfer the cameras, microphones and speakers to the user's laptop via a single USB connection at the podium.

*NOTE: The user will be required to select the USB devices for the camera, microphone, and speaker in the settings of their web conferencing application.*

### CAMERAS

Diversified will install two wall mounted QSC cameras in the room. The first camera will be located at the rear of the room to capture the front of the room and any presenters in the space. The second camera will be located at the front of the room (exact location TBD, most likely above or below the display) to capture participants in the room.

#### PTZ-IP Conference Camera PTZ-IP 12x72

Features

- Conference video for the Q-SYS AV-to-USB Bridging Solution
- Distribute video via the Q-LAN™ network anywhere it is needed
- Resolutions up to 1080p/60
- Image rotation controls to allow for inverted mounting
- Motorized Pan, Tilt and Zoom (PTZ) provides complete room coverage and privacy
- Auto Exposure, Auto Focus and Auto White Balance modes
- Native custom camera interfaces through Q-SYS Designer Software
- Includes wall mount for simple installation



#### PTZ-IP Conference Camera PTZ-IP 20x60

Features

- Conference video for the Q-SYS AV-to-USB Bridging Solution
- Distribute video via the Q-LAN™ network anywhere it is needed
- Resolutions up to 1080p/60
- Image rotation controls to allow for inverted mounting
- Motorized Pan, Tilt and Zoom (PTZ) provides complete room coverage and privacy
- Auto Exposure, Auto Focus and Auto White Balance modes
- Native custom camera interfaces through Q-SYS Designer Software
- Includes wall mount for simple installation



### WIRED PODIUM MICROPHONE

Diversified will install one wired desktop gooseneck microphone on the podium.



MX418 Microflex® Standard Gooseneck Microphone



The right speech doesn't just inform. It can excite and even transform those who hear it. So, we designed the MX418 to treat spoken audio with the detail and respect it deserves. Because clarity commands attention.

**AUDIO PROCESSOR**

Diversified will integrate a new QSC digital audio signal processor (DSP) to route, mix, and process microphones and program audio sources. The processor will be able to utilize the ceiling microphone arrays and ceiling speakers within the room as well as provide acoustic echo cancellation to enhance the audio for remote participants during conferencing. The processor will be able to make and receive audio calls utilizing the ceiling microphones and ceiling speakers within the room if requested. An audio-conferencing line (either POTS or VoIP) will be required for this integration.



Core 8 Flex Q-SYS network + analog I/O processor

The Core 8 Flex audio, video and control (AV&C) processor extends the applications of the Q-SYS Platform into a wider range of smaller-scale installations across corporate, higher education, healthcare and beyond. Built on the same foundational technologies and driven by the same Q-SYS OS as the rest of the Q-SYS processor portfolio, including the best-in-class Q-SYS Core 110f, Core 8 Flex is designed for applications with lower network or analog channel capacity and/or targeted processing requirements.

Features & Benefits

- 64 x 64 networked audio channels (Q-LAN / AES67)
- 8x on-board Flex channels and GPIO
- 8x AEC processors
- up to 32 x 32 Dante audio channels (8 x 8 included)
- USB AV bridging (8 x 8 audio + Q-SYS camera support)
- Full-featured Q-SYS Control engine (with optional feature license)
- External USB audio device host
- Up to 2x VoIP instances
- 1U half-width, includes mounting hardware



**CEILING MICROPHONE ARRAYS**

Diversified will install two ceiling-mounted microphone arrays to pick up voices for teleconferencing. Each array has over 100 digitally steerable elements that provides up to eight individual coverage areas. The arrays will provide directional coverage of the participants within the room rather than simply covering the entire room, which will help reduce room noise and ensure maximum audio intelligibility for remote participants. The arrays will install within a standard 2' x 2' acoustical tile grid and protrude about 1" below the ceiling. The arrays will have a white finish and feature an LED that will illuminate red when muted or green when active and will sync mute status with the control touchscreen.



MXA920 CEILING ARRAY MICROPHONE

Automatic Coverage™ technology gives you precise control of audio capture if desired. With next-generation array architecture for enhanced directional pickup and more natural speech, the MXA920 ceiling array microphone is easy to use and quick to deploy for AV conferencing, camera tracking, voice lift, or sound reinforcement.

Next generation array architecture delivers enhanced low frequency directionality and the most natural speech quality

Advanced talker localization algorithm instantly reports the exact position of each talker for the most accurate camera tracking possible.

Precise coverage control provides exceptional isolation between microphone lobes and loudspeakers, guaranteeing the maximum sound level possible in voice lift and sound reinforcement applications



**AUDIO PLAYBACK SYSTEM**

Presentation and conferencing audio for this system will playback via a new amplifier and ceiling-recessed speakers.







SPA2-60 Low-Z Professional Amplifier

- Up to 60 watts per channel into 4 and 8 ohms — The outputs of the SPA2-60 and SPA4-60 are designed to provide 60 watts per channel into Low-Z loads
- ENERGY STAR® certified amplifier — The SPA2-60 and SPA4-60 are EnergyStar certified amplifiers; efficient class-D amplifiers that conserve energy and require no active cooling, so they reduce operational costs.
- Bridgeable outputs for higher power — Bridging the outputs of the SPA2-60 and SPA4-60 provide up to 200 watts into low impedance, and up to 250 watts into 70V or 100V providing outstanding flexibility.
- Auto-Ramp provides quiet startup and power-down — The EnergyStar Auto-Ramp circuitry ensures quiet and fast power up from Standby and seamless power-down following 28 minutes of inactivity, dramatically reducing power consumption.
- Rack-mountable 1U, half rack width enclosure — The SPA2-60 and SPA4-60 can be mounted in 1/2 RU reducing rack space requirements. In addition their clever joining brackets enable easy under-table and wall-mounting.



AD-C6T AcousticDesign™ Series  
Ceiling mount loudspeaker

Features

- Consistent tonal characteristics across the entire AcousticDesign™ family in both surface or ceiling applications
- DMT (Directivity Matched Transition™) waveguide ensures smooth, uniform frequency response over the coverage area
- Snap-fit magnetic grille
- 3x double stepped, long travel dog-ear blind mount system
- Advanced Intrinsic Correction™ voicings available via Q-SYS™ networked audio processing platforms, including CXD amplifiers
- Low-saturation and low-loss 70/100V transformers with 16Ω bypass
- Blemish-free removable logo
- Removable conduit cover plate, also available as accessory for pre-install wiring
- UL1480 and UL2043 certified EN54-24 Type A (pending)
- Available in black (RAL 9011) or white (RAL 9010)
- Complete EASE, CF2, CAD, & BIM information available online



CONTROL - TOUCH PANEL

The Logitech Tap is a tabletop 10" touch panel that will display the Microsoft Teams UI. The Teams UI will not be configurable so there will no custom programming required for default operation. All controls will be provided by Microsoft and are subject to change via future updates, etc.

Additional control for the room will be provided on the Logitech Tap by custom programming using the QSC Core control processor. These controls would include:

- Video Source Selection
- Selection of the Room PC or laptop as the device to receive the USB peripherals
- Overall microphone mute/unmute for all room microphones
- Separate microphone mute/unmute for the new ceiling microphones and the podium microphone
- In-room volume control



EQUIPMENT RACK

The existing equipment rack will be used to hold all rack mountable gear for this project. All required power distribution and miscellaneous rack components are included in this proposal.

**OPTION: 2<sup>ND</sup> 85" DISPLAY UPGRADE**

If this option is elected, Diversified will install a second 85" display, mount and all required signal distribution for mirroring the first display onto a second display. Both displays will be installed on the front wall and space apart to provide better viewing for the entire room.

**SAMSUNG** QM85R - Slim Direct-Lit 4K UHD LED Display for Business

Samsung's QMR Series provides 4K UHD non-glare picture quality with up to a billion colors for crystal clear, lifelike color and exceptional detail. With an elegant, slim design and a clean cable management solution, these displays are easy to install into any type of environment. Plus, Samsung's SMART Signage Platform 6.0 and embedded MagicINFO Player S6 media player allow for easy content management and playback, without the need for an external set-back box or PC.

- Slim, easy-to-install 4K UHD non-glare display with Dynamic Crystal Color for crystal clear, lifelike color
- Fully compatible with Cisco WebEx® Room Kit products to provide the ultimate conferencing solution
- Intelligent UHD upscaling enhances your standard and high definition content to the best possible picture quality
- All-in-one digital signage solution featuring an integrated media player and System-on-Chip (SoC) technology



**CHIEF** XTM1U X-Large FUSION™ Micro-Adjustable Tilt Wall Mount

**Features**

- ControlZone Leveling for post-installation fine tuning of height and leveling
- Centris low-profile tilt uses the center of gravity to balance the screen while maintaining a low profile
- Centerless Shift provides up to 23.5" (597 mm) of post-installation lateral shift - 11.75" (298 mm) left/right of uprights - for limitless centering
- ClickConnect offers an audible click when the screen safely engages with the mount
- Built-in cable stand provides easy access under the screen
- A full line of accessories can be installed with the mount and the entire unit can be adjusted together
- Ships with a custom hardware kit



**QSC** NV Series (NV-32-H) Network Video Endpoint for the Q-SYS Ecosystem

- **Streamlined video streaming integration for the Q-SYS Ecosystem:** Enables native HDMI and audio distribution without additional control processors, bridges or complicated programming.
- **Native integration and control:** Simplifies setup, configuration, and firmware management and eliminates the need for advanced programming knowledge.
- **Unique flexibility and interoperability in a single device:** The NV-32-H is software-defined as either an encoder or decoder inside Q-SYS Designer Software, and offers I/O capabilities that provide maximum design flexibility with less hardware.
- **Network optimized compression scheme:** Q-SYS Shift™ video compression codec dynamically adjusts network bandwidth consumption based on video content, affording massive network savings for common meeting room content without compromising on full-motion video content.
- **Simultaneous streaming:** With 3x HDMI inputs and 2x HDMI outputs, the NV-32-H enables emerging room design scenarios, such as simultaneous 1080p60 streaming for dual-monitor rooms, with a single device. It also enables soft codec applications that support dual video output.



**OPTION: 98" DISPLAY UPGRADE**

If this option is elected, Diversified will install a 98" display in lieu of the specified 85" display.

**SAMSUNG** QM-T Series 98" QM98T - Edge-Lit 4K UHD LED Display

**Features/Specifications**

- 98" Diagonal Display
- Full UHD Resolution
- 178° Viewing Angle H & V
- 24/7 Use rated
- 500 NIT Brightness
- 4000:1 Contrast Ratio
- 10W + 10W Speaker System
- Inputs: (2) HDMI, (1) DVI-D, (2) USB
- RS-232 & RJ45 Control



**ASSURANCE COVERAGE**

Included in our proposal is 3-years of Assurance coverage including full support, warranty coverage and periodic maintenance visits. See Assurance section below for more details.

**ADDITIONAL REQUIREMENTS / INFORMATION**

- The displays specified for this proposal are 500 nit brightness level, however 350 nit bright displays could be substituted if costs need to be lowered.
- The podium must remain in place per the system design as equipment will be located inside it. A pathway to the podium for low voltage, data and power will be required.
- Diversified may re-use existing equipment that has been installed within the space and assumes that all existing equipment is in working order. Prior to decommissioning any of the current audiovisual system, the

existing equipment noted to be re-used will be tested to make sure it is still in working order. Diversified will verify status of the existing equipment and notify the Customer if anything will need to be replaced. Any noted equipment that is non-operable will be presented to the Customer along with possible remediations such as repair or recommended replacements with costs. If existing equipment is non-operational and/or fails during the system upgrades, the Customer will be responsible for replacement costs.

- Any uninstalled unused equipment will be left in the immediate area for removal or disposal by the client. Removal of any equipment from the premises or disposal of any equipment is out of scope for the project. Equipment disposal fees can be included for additional fees if requested by the client.
- Any table, credenza or furniture alterations by others.
- All required AV Backboxes provided by and installed by others.
- All required Floor Interfaces provided by and installed by others.
- All network data cabling, patching and certification by others.
- All required conduit, coring and pathways provided by others. These pathways will adhere to the length limitations of the specified equipment and wiring. If pathway lengths exceed those limitations then a system redesign may be required or pathways may need to be shortened to allow the system to function as originally designed. All pathways, conduit sizes and locations utilized for low voltage should be reviewed prior to project commencement. This would typically be 1" EMT or larger depending upon the number of cables and cable diameter, flex conduit is not recommended.
- All audio-video equipment and pathways locations currently called out on the bid documents or in the provided AV drawing package will need to be verified at a later date. All conduit sizes and locations utilized for low voltage should be reviewed by the AVC prior to construction. This would typically be 1-1/4" EMT, not flex conduit.
- Diversified suggests an acoustical analysis (reverberation and base noise floor) for this room to see if there will be challenges for audio in this location. Additionally, some acoustic treatments may be suggested or required to make it usable for audio conferencing.
- No union labor is specified for this project

## GENERAL PROJECT CONDITIONS

1. All work will be performed during regular business hours (Monday-Friday, 8AM – 5PM).
2. Unless otherwise noted in this proposal, labor rates used to calculate this estimate are based on work being performed during regular business hours (M-F, 7 AM to 4 PM). A revised proposal, which includes after-hours, weekends and/or holiday labor rates, will be provided upon request.
3. This proposal is provided with the understanding that provisions will be made to provide Diversified with access to all necessary workspaces required to facilitate installation progress. Neither Diversified, nor its subcontractors, will assume accountability for, or absorb costs associated with, delays that are the direct result of Customer scheduling, policies, procedures, personnel or denied accessibility. In the event that delays, or work stoppages occur, the Owner, or Owner's designated representative, will be billed at Diversified's current labor rates for onsite personnel affected by the delay until such time as the delay is remedied and installation work is allowed to proceed.
4. All workspaces will be unobstructed, clean, and dust free by the dates shown on the official project schedule.
5. Building access through front doors, loading docks, elevators, etc. as required for large equipment and installation load in will be provided.
6. Any necessary keys, security badges, clearance, etc. will be provided as needed for the course and duration of the project.
7. Parking will be provided within a reasonable distance of the job site.
8. All necessary test equipment will be allowed on site with no restrictions.
9. Appropriate client representatives will be available during the project and any scheduled training sessions.
10. Diversified utilizes non-union labor. Union labor requirements will be the responsibility of Account ID/Client Name.
11. Diversified is not a high voltage contractor and as such will undertake no high voltage installation work in the fulfillment of this project.
12. Job scope provides proprietary information developed by Diversified for the purpose of defining this specific project. This information may not be used by the owner or other contractors without written consent.

13. This proposal is provided with the understanding that Diversified will be able to perform the above work in a single, continuous period of performance. Costs associated with multiple mobilizations/demobilizations may result in a change order.

## ASSUMPTIONS

1. Diversified may be impacted by current market conditions relative to product availability, which will potentially cause project timeline delays that are outside of Diversified's control. This will also affect pricing if manufacturers "End of Life" proposed products. Product substitutions and increased shipping costs will be proposed as cost or schedule impact change proposals.
2. All client-provided CAD drawings or building plans provided to Diversified are accurate. (This includes but is not limited to plan views, reflected ceiling plans, elevations, conduit risers, electrical, millwork details, specific mounting details, etc.) Unless otherwise noted in this proposal, Diversified includes the creation of CAD As-Built drawings for security devices installed under this Scope of Work only. Diversified will turn over final As-Built drawings as part of its Project Closeout Package, along with Operations and Maintenance Manuals. Additional CAD work beyond As-Built drawings is not included in Diversified's quote. Additional costs may be incurred if electronic copies of the CAD floorplan drawings are not available for use in the development of submittal documents. Diversified is not responsible for costs associated with the procurement of CAD files.
3. All necessary client provided infrastructure will be provisioned, available, and functional as defined in the project schedule. (This includes the appropriate IP, server, DNS, gateway, and SPID information for any WAN, LAN, or ISDN connection that is part of the system as well as conduit, cable tray, power, grounding, and HVAC)
4. All owner furnished equipment and cabling will be available, in place, and functional as defined in the project schedule.
5. All electrical services will be available, in place, and functional as defined in the project schedule. (This includes, but is not limited to, AC power, J boxes, conduit/cable pathways, cable trays, grounding wires or rods, floor boxes or pockets, etc.)
6. All necessary ceiling trim work, drywall, woodwork, millwork painting, etc., will be in place as defined in the project schedule.
7. All user furnished sources will be available during system commissioning and training. (This includes laptops, computers, satellite/cable feeds, etc.)
8. For design proposals involving Revit BIM design work: This proposal is based on Diversified providing, as its deliverable, Revit BIM modeling for devices to the extent of providing spatial representation in our models for the purposes of de-conflicting trade clashes. Diversified does not include granular visual representation modeling of its proposed products for the purposes of real-life renderings or the like.
9. For design proposals involving Revit BIM design work: This proposal is based on Diversified being provided Revit environment backgrounds and a library of device families by the Customer for the purposes of use during its work.
10. Diversified's Project Manager (PM), Project Foreman (PF) and/or Field Engineer (FE) will coordinate with the Owner, General Contractor (GC), and other contractors as necessary to ensure a smooth and successful execution of the proposed Scope of Work. To that end, the PM, PF and/or FE will be available to attend one (1) coordination and/or progress type meeting with the Owner, Architect and/or GC every two weeks, not to exceed two (2) meetings in a consecutive thirty (30) day period. Should additional meetings be required, the Owner or GC shall inform Diversified's PM of the anticipated quantity of such coordination/progress meetings at which Diversified attendance is required so a revised proposal (if pre-approval) or change order proposal (if post-approval) may be submitted to the Owner or GC for approval.
11. Existing wire and/or equipment intended to be utilized and/or reused under this Scope of Work will be tested for proper functionality during installation. Should existing wire or equipment be found inoperable, incompatible or otherwise unfit for use, Diversified will provide a proposal for replacement to the Owner or Owner's designated Agent. Such replacements may be required before installation can be finalized and project turnover can occur. Neither Diversified, nor its subcontractors, will assume accountability for, or absorb costs associated with, delays that are the direct result of necessary materials or equipment replacements.
12. Returned material must be resalable, unopened in its original packaging. Any material or containers that are opened, defaced, or damaged cannot be returned to Diversified. Restocking fees may apply for returned equipment.

13. Unless already noted as included in this proposal, hoists, man-lifts, extra-long ladders, special safety equipment, and the like, shall be provided by others (or by Diversified at additional cost) when required.
14. Costs for permits and applicable taxes are included. If tax exempt, a valid tax exemption certificate must be provided prior to, or along with, acceptance of this proposal.
15. Payment and Performance Bonds are excluded. If Diversified is required to carry a P&P bond, Diversified's total price will increase by 2%.
16. This proposal was not prepared in accordance with Davis Bacon or other Prevailing Wage Scale. If Diversified is informed that such wage rates are required for this project, Diversified will revise its proposal accordingly.

## CUSTOMER RESPONSIBILITIES

1. The client will assign a single point of contact authorized to sign off on all project deliverables.
2. Communicate proposed changes to any scope, assumptions, or schedule as soon as they arise and follow prescribed change management process expeditiously
3. Equipment damage from dust or other contaminants during the course of the project.
4. Provide relevant architectural changes to the facility in order to accommodate the integration of equipment supplied by Diversified. (This includes, but is not limited to, rough openings for projection screens, ceiling finish work for projection screens, painting requirements for rear projection rooms (flat back), window treatments, lighting control systems, and lighting changes.)
5. Identify third-party contractors (i.e., electricians, construction personnel, architects, and designers) and determine the client coordinator.
6. Provide clean and secure installation area during project period. If the space is not clean or secure during installation, Diversified will only deliver equipment that is signed for. Client assumes risk for loss or damage to equipment under these conditions.
7. The Customer will provide, in advance, notification of any unique requirements, hazardous locations and materials, security precautions, access restrictions or other extraordinary conditions, which may affect the execution of installation tasks described herein.

## DIVERSIFIED DELIVERABLES

1. Inspection and site survey (on premise).
2. Weekly project status reports.
3. Communicate proposed changes in writing as soon as they arise and follow prescribed change management process expeditiously.
4. System delivery, installation, and testing as defined by functional scope.
5. Training provided after completion of system installation.
6. Clean up work area at end of each day.

## SCHEDULE

7. Project schedule as agreed upon by Diversified and Account ID/Client Name will establish the milestones, dates, and period of performance.
8. Project schedule will be provided within five (5) days of receipt of purchase order or signed contract. This schedule includes client milestones, design, equipment procurement, programming, on-site work, and customer training and is based on the assumptions listed above.

## TRAINING

1. Unless otherwise noted in this proposal, Diversified's quote includes a (4) hour session of on-site demonstration and training for AV system hardware and software with the Customer End-User personnel. If additional sessions and/or time are required, Diversified will provide additional pricing as requested.

## CHANGE MANAGEMENT

2. Modifications to the above list of equipment due to additional requirements of any type from any source including but not limited to: addendums not listed above, other revisions or editions of any of the documents listed above, interpretation of fire codes, and changes requested by the Authority Having Jurisdiction (AHJ); may, at the sole discretion of Diversified, entail additional charges.
3. Diversified's goal is to capture the Customer's requirements in the needs analysis phase of the design process and to complete projects with a minimal amount of Change Proposals, if any. However, Change Proposals may be required due to several reasons and each party has the option to request changes to the agreed upon scope of work. Schedule and cost impact conditions such as accelerated schedule requests, or the addition of building systems to our scope are examples of cause for Change Proposals.

4. Any changes in the above assumptions must be approved by Diversified and Account ID/Client Name following the prescribed change management process and the ramifications communicated.
5. The following is Diversified's process for handling Change Order requests:
  - a. Diversified receives change condition data from client and considers impact to the current project design solution set.
  - b. Diversified then, if warranted, and in the form of a Change Proposal, provides associated costs and scope narrative to address the Change Condition, General Conditions, Schedule, or additional Professional Services Labor.
  - c. Diversified submits the Change Proposal with an updated timeline to the Customer. Please note that no work related to the Change Proposal will begin until a Change Order is provided/authorized by the Customer, Owner, or Owner's Agent.
  - d. The Customer, Owner, or Owner's Agent authorizes the Change Proposal and returns a signed Change Proposal, Change Order, or Purchase Order to Diversified.
  - e. Diversified proceeds with ordering any additional materials and/or performance of the work.
  - f. Diversified updates the contract scope of work, deliverables, and/or system drawings, as necessary.

## CONCLUSION (ENTIRETY OF OFFER)

1. This document, including any referenced attachments, represents Diversified and the Client's mutual understanding of the scope, schedule, and functionality for the systems to be designed and installed.
2. Final completion and warranty engagement are reached when the items listed on this document are fulfilled. This includes testing, commissioning, and training on fully operational integrated systems. In large projects, sections may be brought online on a pre-determined schedule for warranty to remain in sync.

## ASSURANCE COVERAGE



### TECHNICAL SUPPORT FOR SYSTEM & BUSINESS CONTINUITY

While the reliance on technology is growing, the allocation of time and resources to service technology is not and, in some cases, may be shrinking. Diversified's ASSURANCE service helps you keep vital audio visual, collaboration, media, digital signage, information technology and security systems operating optimally.

We offer superior support by listening to your needs, understanding your goals and pain points, and delivering solutions to make your team and business more productive. We also ensure your solution is protected so you can have full confidence with your technology systems.

#### A Global Organization, Serving Local Needs

Global support from our highly trained NOC operators, vast pool of field service technicians and skilled level 2 & 3 technical resources for maintenance, troubleshooting and training. This includes access to the Diversified Global Alliance.



55+  
Locations  
Dedicated Service Teams

5  
Network Operation  
Centers

Follow the  
Sun Capability



#### We're Serious Problem Solvers

ASSURANCE makes your technology challenges our business and we are serious problem solvers who are committed to supporting your technology systems so your business can thrive.

- Unlimited help desk support for any product failure
- On-site troubleshooting within 1 business day
- Rapid initial response within 15 minutes
- Annual preventative maintenance

**Help Desk / User Adoption Support**

Global Help Desk Support   Tier 1	Unlimited
Support Escalation   Tier 2/3	Unlimited
Rapid Initial Response	15 Min.
Priority Queuing - Phone & Email	✓
Collaboration End-Point Support	✓

**On-Site**

Guaranteed Response	1-Day*
Unlimited Visits with Covered Travel Expenses	✓

**Repair & Maintenance**

Annual Preventative Maintenance Visits	1
RMA Process Management for Manufacturer Equipment	✓
Replacement Part Coverage	✓
Lamp Coverage	Optional

**Reporting**

Quarterly Reporting	✓
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\*For locations within a 2-hour drive of a Diversified office.



**REPORTING**

Our standardized quarterly reporting provides the information you need to make business decisions about your technology systems. These include:

- Preventative maintenance visit reports with; pass/fail details, items of concern, and recommended upgrades
- An updated asset list
- Service summary reports

**ADDITIONAL SERVICES**



**ADOPT®**

DEDICATED  
TECHNOLOGY SPECIALIST

Quickly add to your team for simple break/fix and support or specialized skills like content creation, broadcast/streaming and more.



**REFRESH®**

TECHNOLOGY  
AS A SERVICE

The use of equipment generates profits, not the ownership, and this realization is driving organizations to opt for strategic asset management plans.



**PULSE**

REMOTE MANAGEMENT  
& DIAGNOSTICS

Helping clients achieve predictable business outcomes—security, stability and longevity, across their IoT landscape.



## PRICING

SUMMARY		
Room/Task Description	Extended Price	Initial to Accept
Boardroom Base Price-Single 85" Display	\$54,846.30	_____
<b>Optional System Pricing</b>		
Boardroom System with Dual 85" Displays	\$66,548.02	_____
Boardroom System with single 98" Display	\$65,124.31	_____

## TERMS AND CONDITIONS

This agreement (the "Agreement") is made as of the date of signature below between One Diversified, LLC, ("Diversified"), and Niagara County Center for Economic Development (the "Client"). The parties agree as follows:

**Diversified:** Diversified shall provide the services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with "best in class" generally accepted industry standards. As used throughout this Agreement, any services described in an accepted scope of work (a "SOW"), shall be referred to as the "Services; equipment described in an accepted SOW, shall be referred to as the "Equipment"). Diversified may provide additional services or equipment beyond those described in the SOW if the parties mutually agree in writing to such services. Services and/or equipment not specifically described in the SOW shall be the responsibility of Client or other third parties engaged by Client.

**Client's Responsibilities:** Client shall provide Diversified with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Diversified in order to perform the Services or deliver the Equipment. When available, Client must provide Diversified with up-to-date plans in the event they impact the Scope of Work. Diversified may rely on the accuracy and completeness of these items without any obligation of independent verification. Client will not be responsible for obtaining or paying for necessary permits from authorities with jurisdiction over the Services and/or Equipment unless Diversified provides written notification in the SOW stating otherwise.

**Prevailing Terms and Conditions:** By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

**Delivery, Title and Risk of Loss – Systems Integration Projects:** In the case of a systems integration project with prefabrication at a Diversified integration facility, title and risks of loss of or damages to any Equipment will pass to Client upon Diversified's delivery of them to the Client's place of business.

**Delivery, Title and Risk of Loss – Drop Shipments:** In the case of drop shipments, delivery dates are approximate and are based upon prompt receipt of all necessary information from Client. Unless otherwise specified by Diversified or provided for in other signed agreements, delivery will be made, and title and risks of loss and/or damage will pass F.O.B. point of shipment to Client. All claims for damage or loss of Equipment must be made directly to the freight carrier.

**Taxes:** Taxes are based on estimates and will be billed to actual at the time of invoicing. Customers, including government, general contractors and not for profit entities seeking a tax exemption must supply Diversified with a valid exemption certificate or direct pay permit at the time of proposal execution or upon issuance of a purchase order.

**Estimated Schedule and Delivery Time:** Diversified shall use commercially reasonable efforts to render the Services and/or Equipment in accordance with any committed timetable set forth in the SOW. During the course of providing the Services and/or Equipment, events outside the reasonable control of Diversified (collectively, "Force Majeure Events") may impact the completion schedule and Diversified shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include but are not limited to (i) any cause beyond Diversified's reasonable control, (ii) an act of God, act of Client, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Diversified to obtain necessary materials, components, services or facilities.

Diversified will notify Purchaser promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. Delays or movement in scheduled dependent predecessor tasks will not change the required minimum time for Diversified to complete their associated task/work. Diversified shall notify Client of any such delays within 48 hours.

**Fees and Payment:** Client shall pay Diversified the fees for Services and/or Equipment (the "Total Fee") set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to Diversified upon receipt of the invoice, unless otherwise specified. Payments more than 30 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Client shall reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

**Labor and Equipment Price Increases:** Equipment, Material, and Labor costs have been calculated based on the current prices for labor, equipment, and the component materials, however, the market for electronic equipment and materials is considered to be volatile, labor shortages are possible, and sudden price increases may occur. When the price for any item of materials, equipment, or labor increases two percent (2%) or more between the Proposal or Quotation Date and the materials/equipment purchase date or the date labor is utilized for the relevant project, Customer shall pay to Diversified, on request all sums by which the cost to Diversified has increased beyond 2%, as demonstrated by Diversified. Where the delivery of equipment, materials, and/or the performance of labor are delayed or labor shortages occur, through no fault of Diversified, as a result of the shortage or unavailability of the equipment, materials, or labor, Diversified shall not be liable for any additional costs or damages associated with such delay(s).

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
<b>Project-Related Sales</b>		
<b>Deposit</b>	50% of Total Fee	Due upon contract signing.
<b>Progress Payment</b>	40% of Total Fee	Due Net-30 days of invoice date.
<b>Final Payment</b>	Balance / 10% of Total Fee	Due Net-30 days of invoice date.

*Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 40% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.*

**Approval of Orders:** This Agreement and all SOWs for Services or Equipment under this Agreement are subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

**Confidentiality:** During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "Receiving Party" when the recipient of Confidential Information, and a "Disclosing Party" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's Confidential Information consists of its business plans and customer lists, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

**Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need-to-know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

**Exceptions:** Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure, or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

**Termination / Suspension of Contract:** Either party may terminate this Agreement at any time upon not less than 30 days prior written notice to the other party. Client shall pay Diversified for all Services rendered and Equipment delivered up to the effective date of termination plus any associated restocking fees for materials that cannot be returned for credit. Diversified is not required to release any work product unless Client has made payment in full for the respective Services and/or Equipment. Diversified may terminate this Agreement or suspend the performance of the Services if Client fails to pay Diversified any invoice issued pursuant hereto. Diversified shall have no liability to Client or any third party as a result of any such suspension or termination.

**Independent Contractors; No Agency:** Each party is and shall act solely as an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

**Indemnification:** Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.

**Warranty; Limitation of Liability:** except as specifically set forth in LIMITED WARRANTY, Diversified makes no warranties whether express, implied or statutory, regarding the services and/or equipment provided under this agreement. to the greatest extent permitted by law, diversified specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and those arising from a course of dealing, usage or trade practice. diversified shall not be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

**Dispute Resolution:** In case of any dispute arising or related to this Agreement, Diversified and Client, by mutual agreement, shall first attempt to resolve any dispute informally through mediation.

**Mediation:** Diversified and Client shall submit the dispute to executives selected by each party (a maximum of two persons for each party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other party that the noticing party wishes to pursue formal mediation throughout arbitration.

**Arbitration:** In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Georgia shall apply to

the arbitration proceedings. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. The parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.

**Assignment:** Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

**Notice:** Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; (iii) sent by overnight courier, (iv) or sent by facsimile, each case forwarded to the appropriate address.

**Non-Solicitation of Employees:** Client agrees that during the provision of any Services as provided by Diversified under this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit or induce, directly or by use of a third party, any employee of Diversified leave his/her employ with Diversified. If Client violates this provision, Client shall pay Diversified a fee equal to fifty (50%) of such employee's then-current salary at Diversified.

**Miscellaneous:** This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, including facsimile, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

## PROJECT APPROVAL

**NCCED**

One Diversified, LLC

7/6/2022

AUTHORIZED SIGNATURE  
(Individual Authorized to Execute Agreement)

DATE OF  
ACCEPTANCE

AUTHORIZED SIGNATURE  
(Individual Authorized to Execute Agreement)

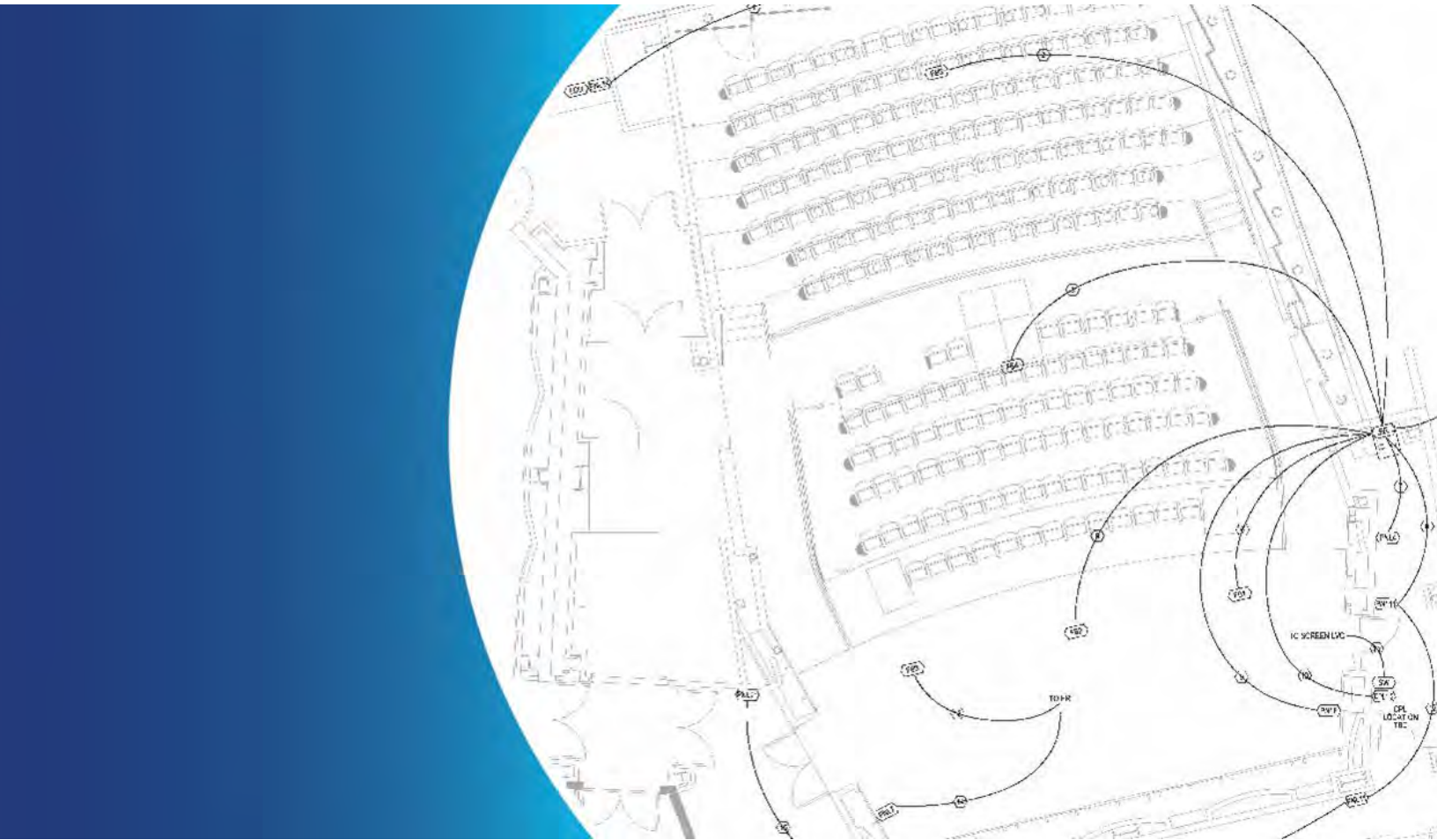
DATE OF  
ACCEPTANCE

Garry Krause, CTS

PRINTED NAME

PRINTED NAME

E-MAIL ADDRESS



## ONE DIVERSIFIED LLC

[www.diversifiedus.com](http://www.diversifiedus.com)

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